



ENTERED
06/18/2020

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

SANCHEZ ENERGY CORPORATION, *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 19-34508 (MI)

)
) (Jointly Administered)
)

**ORDER APPROVING DEBTORS' MOTION (A) AUTHORIZING THE
SALE OF THE DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS,
INTERESTS, AND ENCUMBRANCES TO WHITE RIVER SPV 2 LLC, (B)
AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION
THEREWITH, AND (C) GRANTING RELATED RELIEF**

[Relates To ECF No. 1321]

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession for entry of an order (this "Order"), (a) approving the form of Assignments, Bill of Sale, and Conveyance substantially in the forms attached hereto as **Exhibits 1-6** (the "Assignment") by and between Sanchez Energy and White River SPV 2 LLC (the "Buyer" or "White River"), dated June 1, 2020 (the "Effective Time"), which provides for (a) the sale of certain of the Debtors Mississippi and Louisiana assets (the "Assets") to White River in a private sale free and clear of all liens, claims, interests, and encumbrances (as more fully defined in paragraph 6 below, the "Liens, Claims, and Interests") to the fullest extent permitted by § 363(f) of the Bankruptcy Code (the "Sale"); and (b) authorizing the assumption and assignment of certain executory contracts and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Sanchez Energy Corporation (0102); SN Palmetto, LLC (3696); SN Marquis LLC (0102); SN Cotulla Assets, LLC (0102); SN Operating, LLC (2143); SN TMS, LLC (0102); SN Catarina, LLC (0102); Rockin L Ranch Company, LLC (0102); SN EF Maverick, LLC (0102); SN Payables, LLC (0102); and SN UR Holdings, LLC (0102). The location of the Debtors' service address is 1000 Main Street, Suite 3000, Houston, Texas 77002.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

unexpired leases associated with the Assets, and (c) granting other related relief, all as more fully set forth in the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion before this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interest of the Debtors' estate, its creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion was given to all parties entitled to such notice under the Bankruptcy Code and Bankruptcy Rules, is appropriate under the circumstances, and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

General Provisions

1. Omitted.
2. All objections to the Motion or relief requested therein, if any, that have not been withdrawn, waived, or settled as announced to this Court at the Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby overruled on the merits.

Approval of the Sale

3. The Assignments are hereby approved, and the Debtors are authorized to take any and all actions necessary or appropriate to consummate the Sale.

4. The Debtors have satisfied all requirements of §§ 363(b) and 363(f) of the Bankruptcy Code, and all other requirements and standards applicable to a sale outside the ordinary course of business, free and clear of all Liens, Claims, and Interests.

Sale and Transfer of Assets

5. Pursuant to §§ 105 and 363(b) of the Bankruptcy Code, the Debtors, and their directors, officers, employees, and agents have the necessary corporate power and are authorized and directed to take any and all actions necessary to: (a) consummate the Sale of the Assets to the Buyer pursuant to and in accordance with the terms and conditions of the Assignment, (b) close the Sale of the Assets as contemplated by the Assignment and this Order, and (c) execute and deliver, perform under, consummate, implement, and close fully the Assignment, together with all documents, instruments, and agreements necessary or appropriate to consummate the transaction pursuant to the Assignment.

6. Pursuant to §§ 105(a), 363(b) and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer, and upon the closing shall have transferred, all of the Debtors' right, title, and interest in and to, and possession of, the Assets to Buyer, which shall be immediately vested in Buyer subject to the terms of the Assignments. All such Liens, Claims, and Interests shall attach to the proceeds of the Sale of the Assets (if any) in the order of their priority, with the same validity, force, and effect that they had against the Assets prior to entry of this Order, subject to any claims and defenses that the Debtor may possess with respect thereto.

7. This Order shall be binding in all respects upon the Debtors, their estates, their affiliates, creditors (whether known or unknown), and holders of equity interests in the Debtors, any holders of Liens, Claims, and Interests against or on all or any portion of the Assets, all

counterparties to the Contracts, Buyer and all of their successors and assigns. This Order and the Assignments shall inure to the benefit of the Debtors and their estates, Buyer, and their respective successors and assigns.

8. This Order shall be effective as a determination that, pursuant to the Assignments, all Liens, Claims, and Interests (except as provided under the Assignments), have been unconditionally released, discharged and terminated as to the Buyer and the Assets. This Order is binding upon and shall govern the acts of all persons and entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale contemplated by the Assignments.

9. Following entry of the Order, no holder of any Lien, Claim, or Interest in the Assets (except to the extent provided under the Assignment solely in accordance with applicable law) shall interfere with the Buyer's title to, or use and enjoyment of, the Assets based on, or related to, any such Lien, Claim or Interest, or based on any actions the Debtors may take in this case.

10. Persons, including, without limitation, the Debtors, all holders of Liens, Claims, or Interests (other than as provided under the Assignment) or other rights, debt security holders, equity security holders, governmental, tax and regulatory authorities (as to governmental, tax and regulatory authorities, to the greatest extent allowed by applicable law), lenders and trade and other

creditors holding and/or asserting claims (as that term is defined in the Bankruptcy Code) including, but not limited to, claims arising out and/or related to the Sale of the Assets (except for any claims arising pursuant to the Assignment), and/or Liens, Claims, or Interests arising in any way in connection with any acts, or failure to act, of the Debtor, obligations, demands or guaranties, of any kind and nature against or in the Debtor or the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with or in any way relating to the Debtor, the Assets, the operation of the Debtors' business prior to the Effective Time, or the transfer of the Assets to the Buyer, hereby are, and will be, forever barred, estopped and permanently enjoined from asserting such Liens, Claims, or Interests against Buyer, its successors or assigns, or its property, including the Assets. Nothing in this Order releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit, to which the Buyer may be subject to as the post-sale owner or operator of any property that is an Asset (as defined in the Assignment) after the date of entry of this Order; *provided, however*, that all rights and defenses of the Buyer under nonbankruptcy law are preserved. Nothing in this Order or the Assignment authorizes the transfer or assignment of any governmental (i) license, (ii) permit, (iii) registration, (iv) authorization, or (v) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and required approvals, if any, under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

11. Upon entry of this Order, all creditors and any other holder of a Lien, Claim or Interest is authorized and directed to execute such documents and take all other actions as may be necessary to release its Lien, Claim, or Interest in the Assets (except to the extent provided in the

Assignment). If any person or entity that has filed financing statements, mortgages, deeds of trust, mechanic's liens, *lis pendens* or other documents or agreements evidencing Liens, Claims or Interests against the Assets has not delivered to the Debtor prior to the closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the Assets or otherwise, then with regard to the Assets: (i) the Debtors are hereby authorized, and the Buyer is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets; and (ii) the Buyer is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens, Claims, and Interests (except to the extent provided under the Assignment) against the Assets. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Assignment, including, without limitation, recordation of this Order. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office. This Order shall be binding upon and shall govern the acts of all persons including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of such assets or other property interests. Notwithstanding and without limiting the

foregoing, the provisions of this Order authorizing the Sale of the Assets free and clear of Liens, Claims and Interests (except to the extent provided in the Assignment), shall be self-executing, and neither the Debtor nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order.

12. The Buyer is not and shall not be deemed a “successor” to the Debtors or their estates, or to have, *de facto* or otherwise, merged with or into the Debtors or be a mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors under any theory of law or equity as a result of any action taken in connection with the Assignment or any of the transactions or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Assets. The Buyer has given substantial consideration under the Assignment, which consideration shall constitute valid, valuable, and sufficient consideration for the absolution from any potential claims of successor liability of the Buyer to the greatest extent allowed by applicable law.

Good Faith

13. The Assignment and all related documents, instruments and agreements were negotiated, proposed and entered into by the Debtors and the Buyer at arm’s length, without collusion, and in good faith within the meaning of § 363(m) of the Bankruptcy Code. The Buyer is not an “insider” of the Debtors, as that term is defined in Bankruptcy Code § 101(31). The Buyer is a good faith purchasers and entitled to all of the protections of § 363(m) of the Bankruptcy Code. The good faith finding is necessary under the Sale and the Sale cannot proceed without it.

Assumption and Assignment of the Assumed Contracts

14. Pursuant to §§ 105(a), 363(b)(1), and 365(a) of the Bankruptcy Code, the Debtors’ Sale, assumption, and assignment of the Assumed Contracts to Buyer is approved, and the

requirements of § 365(b)(1) of the Bankruptcy Code with respect thereto are deemed satisfied. All requirements and conditions under §§ 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Buyer of the Assumed Contracts have been satisfied. The Debtors are hereby authorized to (i) assume and assign to Buyer, effective as of the Effective Time, the Assumed Contracts free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever, other than to the extent provided under the Assignment, and (ii) execute and deliver to Buyer such documents or other instruments as Buyer reasonably deems necessary to assign and transfer the Assumed Contracts to Buyer. Buyer has provided adequate assurance of future performance of their obligations under the Assumed Contracts. Upon entry of this Order, all cure amounts applicable to the Assumed Contracts will be paid in accordance with the DIP Order.

15. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of Buyer in accordance with their terms, notwithstanding any provision in any such contract that prohibits, restricts, or conditions such assignment or transfer pursuant to § 365(f) of the Bankruptcy Code. There shall be no accelerations, assignment fees, increases, or any other fees charged to Buyer or the Debtors as a result of the assumption and assignment of the Assumed Contracts.

Additional Provisions

16. Nothing in this Order shall be deemed a waiver of any rights, remedies or defenses that any party has or may have under applicable bankruptcy and non-bankruptcy law, under any related agreements or any letters of credit relating thereto, or any rights, remedies or defenses of the Debtor with respect thereto.

17. To the extent that any provision of this Order is inconsistent with the terms of the Assignment, the Order shall govern.

18. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

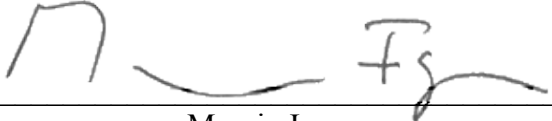
19. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

20. The requirements set forth in Bankruptcy Local Rule 9013-1 and the Complex Case Procedures are satisfied by the contents of the Motion.

21. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry hereof.

22. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: June 18, 2020



Marvin Isgur
United States Bankruptcy Judge

EXHIBITS 1-6

Assignments

ASSIGNMENT AND BILL OF SALE

ASSIGNORS: **SN TMS, LLC**
1000 Main Street, Suite 3000
Houston, Texas 77002
Tel. (713) 783-8000

ASSIGNEE: **WHITE RIVER SPV 2 LLC**
5899 Preston Road, Suite 505
Frisco, Texas 75034
Tel. (800) 919-4534

PREPARED BY: **SANCHEZ ENERGY CORPORATION**
1000 Main Street, Suite 3000
Houston, Texas 77002
Tel. (713) 783-8000

INDEXING INSTRUCTIONS:

Index in general index and note on face of each lease in Exhibit A.
Index in Sectional Indices as follows:

TOWNSHIP 2 NORTH, RANGE 7 EAST
SECTION 26: SE/4; S/2NE/4; PT E/2SW/4
SECTION 35: NE/4; N/4SE/4

ASSIGNMENT AND BILL OF SALE

STATE OF MISSISSIPPI

COUNTY OF PIKE

This Assignment and Bill of Sale (this “Assignment”) is by and between SN TMS, LLC (“Assignor”), a wholly owned subsidiary of Sanchez Energy Corporation, whose address is 1000 Main Street, Suite 3000, Houston, Texas 77002, and White River SPV 2 LLC (“Assignee”), whose address is 5899 Preston Road, Suite 505, Frisco, Texas 75034. Assignor and Assignee referred to collectively as the “Parties”.

WITNESSETH:

WHEREAS, Assignor has agreed to assign to Assignee all of its interest in and to the Assets (as defined herein);

WHEREAS, Assignee has agreed to assume the Asset Related Liabilities (as defined herein);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained and performed by the Parties hereto, Assignor and Assignee hereby agree as follows:

ARTICLE 1 CONVEYANCE OF ASSETS

Section 1.1 Conveyance of Assets. FOR AND IN CONSIDERATION of the sum of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) and other good and valuable consideration, the receipt and full sufficiency of which are hereby acknowledged by the Parties, Assignor does, subject to the reservations, covenants, terms and conditions of this Assignment, hereby GRANT, SELL, CONVEY, TRANSFER, ASSIGN, SET OVER and DELIVER to Assignee, and Assignee hereby accepts from Assignor, effective as of the Effective Date (as defined herein), one hundred percent (100%) of Assignor’s interest in the following (the “Assets”):

- (a) the oil, gas, and mineral leases described in Exhibit “A” attached hereto (“Leases”), and all of Assignor’s interest in the Leases and lands described in the Leases or pooled or unitized therewith, including, but not limited to, leasehold working interests, net revenue interests, royalty interests, non-participating royalty interests, overriding royalty interests, net profits interests, reversionary interests and any and all other interests owned by Assignor in and to the Leases and the lands described in the Leases and pooled or unitized therewith;
- (b) all wells (including all oil, gas, water, disposal or injection wells) located on any of the Leases or on any expired lease or lands with which any Lease has been unitized, whether such wells are producing, shut-in, abandoned or in any other condition

(Assignor's collective interest in such wells, including the wells described in Exhibit "B" attached hereto ("Wells"));

- (c) all surface agreements, rights-of-way, saltwater disposal agreements, joint operating agreements, letter agreements, unit designations, unit agreements and any other contracts and instruments that are used for, or attributable to, the ownership or operation of any of the Leases or Wells ("Agreements");
- (d) all equipment, machinery, fixtures and other personal and mixed property, operational and nonoperational, known or unknown, located on, in or under any of the Leases and Wells, that are primarily used or held for use in connection with the ownership, operation or development of the Leases and Wells, including pipelines, gathering systems, well equipment, casing, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, tanks, processing and separation facilities, water lines and related facilities, structures, materials, drilling barge, boats and other items primarily used in the ownership, operation or development of the Leases and Wells;
- (e) all hydrocarbons attributable to the Leases and Wells to the extent such hydrocarbons (i) were produced from and after the Effective Date, or (ii) were in pipelines or in tanks above the pipeline sales connection, in each case, as of the Effective Date, and any unsold inventory of gas products as of the Effective Date, and any and all imbalances relating to the Assets regardless of the time of occurrence; and
- (f) all files, records, maps, information and data that (i) relate to the ownership, operation or development of the Assets described above, (ii) that are in such Assignor's or its Affiliates' possession, and (iii) that are not subject to confidentiality obligations, including: (A) land and title records (including abstracts of title, title opinions and title curative documents); (B) applicable contract files; (C) correspondence (to the extent not subject to attorney-client privilege or other similar privilege); (D) operations, environmental, health and safety, pipeline safety, production, accounting and asset tax records (other than to the extent relating to Assignor's business generally); and (E) production, facility and well records and data (including non-confidential logs).

TO HAVE AND TO HOLD the Assets, together with all rights, privileges and appurtenances thereto, unto Assignee and its successors and assigns forever, subject to the reservations, covenants, terms and conditions set forth in this Assignment.

Section 1.2 Excluded Assets. Assignor hereby reserves and retains the following (the "Excluded Assets");

- (a) all of Assignor's corporate minute books and corporate financial records that relate to Assignor's business generally;
- (b) all hydrocarbons produced from the Assets with respect to all periods prior to the Effective Date, other than those hydrocarbons produced from or allocated to the

Assets and in storage or existing in stock tanks, pipelines or plants (including inventory) as of the Effective Date;

- (c) all personal computers, network equipment and associated peripherals not including SCADA, measurement or communication equipment;
- (d) all drilling rigs, and all trucks, cars and vehicles;
- (e) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;
- (f) all documents and instruments and other data or information of Assignor that may be protected by an attorney-client privilege, including all work product of and attorney-client communications with Assignor's legal counsel or any other documents or instruments that may be protected by an attorney-client privilege, but excluding any title opinions covering, addressing or commenting on the Assets and/or other materials addressing the environmental or other condition of the Assets; and
- (g) all documents and instruments and other data or information that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with third parties or which are proprietary information of third parties such as seismic data.

ARTICLE 2 DISCLAIMERS

Section 2.1 Disclaimers of All Warranties and Representations.

(a) Assignor and Assignee acknowledge and agree that the Assets are being conveyed without warranty of title of any kind whether expressed or implied, at common law, by statute, or otherwise. Without in any way limiting the generality of the foregoing, Assignee acknowledges and agrees that the Assets are being assigned subject to the following:

- (i) all matters of public record in the county(ies) where a particular Asset is located which are still in effect and affect such Asset;
- (ii) the terms and conditions of all Agreements, Leases (including with respect to (x) any Leases that have expired, or will expire, pursuant to their express terms, and (y) any portions of any Leases that are lost as the result of any vertical or horizontal "Pugh clauses" or other similar provisions contained therein);
- (iii) liens for taxes or assessments not yet due or delinquent;
- (iv) conventional rights of reassignment upon final intention to abandon or release the Assets, or any of them;

(v) easements, conditions, covenants, restrictions, servitudes, permits, rights-of-way, surface leases and other similar rights for the purpose of surface or other operations, facilities, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines and other like purposes, or for the joint or common use of the lands, rights-of-way, facilities and equipment;

(vi) vendors', carriers', warehousemens', repairmens', mechanics', workmens', materialmens', construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due;

(vii) liens created under Leases, permits, easements, rights-of-way or Agreements, or by operation of law;

(viii) any encumbrance affecting the Assets that has been cured or remedied by applicable statutes of limitation or statutes of prescription;

(ix) calls on production under existing Agreements;

(x) defects arising out of lack of survey;

(xi) defects arising out of lack of corporate or other entity authorization in the public records; and

(xii) defects that affect only which person has the right to receive royalty payments (rather than the amount of the proper payment of such royalty payment).

(b) IN ADDITION, ASSIGNOR MAKES NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, OR REPRESENTATION OF ANY KIND AND ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY ASSIGNEE REPRESENTATIVE (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ASSIGNOR, ANY AFFILIATE OR SUBSIDIARY OF ASSIGNOR, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, ADVISORS, PROFESSIONALS OR REPRESENTATIVES). WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THIS SECTION 2.1, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED BY ASSIGNOR, ANY AFFILIATE OR SUBSIDIARY OF ASSIGNOR, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, ADVISORS, PROFESSIONALS OR REPRESENTATIVES, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE

PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY OR ON BEHALF OF ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ANY ASSIGNEE REPRESENTATIVE IN CONNECTION WITH THE TRANSACTION EFFECTED BY THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

(c) ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE OR CONSIDERATION, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT, ASSIGNEE SHALL BE DEEMED TO BE ACQUIRING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE. WITHOUT LIMITING THE FOREGOING, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF THE VALUE, QUALITY, QUANTITY OR DELIVERABILITY OF ANY OIL, GAS, OR OTHER MINERAL OR RESERVE, ATTRIBUTABLE OR RELATED TO THE ASSETS.

(d) ASSIGNEE WARRANTS AND REPRESENTS THAT IT: (I) IS EXPERIENCED AND KNOWLEDGEABLE WITH RESPECT TO THE OIL AND GAS EXPLORATION INDUSTRY GENERALLY AND WITH TRANSACTIONS AND ASSIGNMENTS OF THIS TYPE SPECIFICALLY; (II) POSSESSES MORE THAN SUFFICIENT KNOWLEDGE, EXPERIENCE AND EXPERTISE TO EVALUATE INDEPENDENTLY THE MERITS AND RISKS OF THE TRANSACTIONS HEREIN CONTEMPLATED; AND (III) IS NOT IN A MATERIALLY DISPARATE BARGAINING POSITION WHEN COMPARED TO ASSIGNOR.

(e) ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS MATERIALS OR OTHER MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY. ASSIGNEE SHALL BE DEEMED TO BE ACQUIRING THE ASSETS "AS IS - WHERE IS" WITHOUT ANY REPRESENTATION OR

WARRANTY WHATSOEVER, WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION, AND ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNEE SHALL RELY, AND HEREBY RELIES, UPON ASSIGNEE'S OWN INVESTIGATION AND DUE DILIGENCE OF THE PHYSICAL CONDITION OF THE ASSETS, INCLUDING ANY AND ALL ENVIRONMENTAL CONDITIONS, AND ASSIGNEE HEREBY ACCEPTS THE ASSETS INCLUSIVE OF ANY ADVERSE ENVIRONMENTAL CONDITION PRESENTLY EXISTING, WHETHER KNOWN OR UNKNOWN.

(f) ASSIGNEE ACCEPTS THIS ASSIGNMENT SUBJECT TO AND ON THE BASIS OF THE FOREGOING DISCLAIMERS, DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR INFORMATION MADE OR PROVIDED REGARDING ANY SUCH MATTERS, AND WAIVES ANY RIGHTS IT MAY OTHERWISE HAVE HAD TO RELY ON ANY SUCH STATEMENTS OR INFORMATION. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2.1 ARE CONSPICUOUS DISCLAIMERS.

Section 2.2 Except to the extent constituting Retained Liabilities, Assignee hereby assumes and agrees, by accepting this Assignment, the responsibility for the Assets and all the risk, cost, and expense of all Liabilities and operations related to the Assets, including without limitation (i) any ongoing operations related to any Asset, (ii) any and all repair and maintenance related to the Assets, (iii) the proper plugging and abandoning of the Wells, (iv) any surface restoration or environmental obligations related to any of the Assets, and (v) all other Liabilities relating to, arising out of or arising in connection with the use, occupation, operation, ownership, maintenance or abandonment of the Assets whether arising prior to, on or after the Effective Date (all Liabilities set forth in this Section 2.2, collectively, the "Asset Related Liabilities"). As used in this Assignment, "Liability" or "Liabilities" means any debt, liability, loss, damage, claim, demand, cost, expense (including reasonable attorneys' and consultants' fees and expenses), interest, award, judgment, penalty, fine, commitment or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due) of every kind and description (whether in contract, tort, strict liability or otherwise), including all costs and expenses related thereto (including all fees, disbursements and expenses of legal counsel, experts and advisors and costs of investigation), and including Liabilities arising under any law, regulation, lawsuit or other legal action, any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any governmental, regulatory or administrative authority and Liabilities arising under any of the Agreements and whether arising prior to, on or after the Effective Date. "Retained Liabilities" means the following obligations and Liabilities, known or unknown, arising from, based upon or associated with the Assets: (a) personal injury, illness or death relating to the use, ownership or operation of the Assets prior to the Effective Date to the extent such injury, illness or death occurs both prior to the Effective Date and during Assignor's ownership of the Assets; (b) Hazardous Materials related or attributable to the Assets that, during Assignor's ownership of the Assets, were disposed of by Assignor or any of its affiliates at off-site commercial disposal facilities; and (c) any claim made by an employee of Assignor or any of its affiliates relating to such employment.

Section 2.3 Assignee agrees to defend, indemnify and hold harmless Assignor and Sanchez Oil & Gas Corporation (“SOG”) (which acted as contract operator), their respective agents, employees and assigns (each an “Indemnified Party” and collectively, the “Indemnified Parties”) from any and all Asset Related Liabilities and any and all obligations and Liabilities relating to, arising out of or arising in connection with Assignee’s and/or SOG’s operation or use of the Assets, even if such Liabilities arose from conditions, actions or inactions occurring prior to, on or after to the Effective Date of this Assignment and even if such Liabilities are caused in whole or in part by, or contributed to by, the negligence (whether sole, joint or concurrent), strict liability or other legal fault of an Indemnified Party, its affiliates, agents, employees or contractors, or any invitee or third party, and whether or not caused by a preexisting condition.

Section 2.4 Additionally, Assignee hereby agrees to indemnify and hold harmless Assignor and the Indemnified Parties from any and all claims arising from the production and sale of hydrocarbons from the Assets assigned hereunder, including the accounting or payment to third parties of monies attributable to their interests in such production, including any suspense funds, insofar as such claims relate to hydrocarbons produced from the Wells. Assignee shall be subject to, responsible for and comply with, at its sole cost and expense, all duties and obligations of Assignor and any of the Indemnified Parties, express or implied, with respect to the Assets under or by virtue of any Lease, contract, Agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority or at common law, specifically including, but not limited to, any governmental request or requirement or contractual obligation to plug, re-plug and/or abandon any Well of whatsoever type, status or classification, or take any clean-up, surface restoration, environmental abatement or remediation or other action with respect to the Assets.

ARTICLE 3 MISCELLANEOUS

Section 3.1 Government Filings. Assignee agrees and warrants that upon the execution of this Assignment either Assignee or its designated operator will satisfy all requirements to qualify under federal, state, and local laws, ordinance, regulations, and orders to operate the Wells, at Assignee’s sole cost and expense, including, but not limited to, the following:

- (a) file with the Mississippi State Oil and Gas Board (“MSOGB”) a MSOGB Form 2 (Change of Operator) for each Well;
- (b) file with the MSOGB a MSOGB Form 8 (Authorization to Transport) for each Well which is producing;
- (c) submit financial assurance to the MSOGB satisfactory to the MSOGB to secure the plugging and abandonment obligations for all Wells and obtain the release of all financial assurance provided to the MSOGB by Assignor and/or SOG; and
- (d) submit to the Mississippi Department of Environmental Quality a permit transfer form to transfer and assume from Assignor and SOG all environmental and natural resource permits, authorizations, notifications, etc., presently held by or identified with Assignor and/or SOG.

Section 3.2 Sale Order. This Assignment is expressly made subject to the terms of that certain Sale Order dated June 18, 2020, issued by the United States Bankruptcy Court for the Southern District of Texas in Case No. 19-34508 (the “Sale Order”).

Section 3.3 Taxes. Assignee shall assume and pay all taxes, including ad-valorem taxes, production taxes, or any other taxes of any kind or character imposed on the Assets as of the Effective Date of this Assignment.

Section 3.4 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. All references herein to either Assignors or Assignee shall include their respective successors and assigns.Exhibits. All of the Exhibits referred to in this Assignment constitute a part of this Assignment.Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute one instrument. No Party shall be bound until such time as all of the Parties have executed counterparts of this Assignment. To facilitate recordation or filing of this Assignment, each counterpart must be filed with a parish or state agency or office that contain those portions of the Exhibits to this Assignment that describe property in that parish or under the jurisdiction of that agency or office. Complete copies of this Assignment containing the entire Exhibits have been retained by Assignor and Assignee. **IN WITNESS WHEREOF**, this Assignment has been executed by each of the Parties as of the dates of the acknowledgments below but shall be effective for all purposes as of June 1, 2020 (the “Effective Date”).

[Signature Page Follows]

ASSIGNOR:

SN TMS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2020, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY

My commission expires

ASSIGNEE:

WHITE RIVER SPV 2 LLC,
a Texas limited liability company

By: _____
Name: Jason Puchir
Title: Chief Financial Officer

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2020, within my jurisdiction, the within named JASON PUCHIR, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacities, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY

My commission expires

EXHIBIT A

Attached to that certain Assignment and Bill of Sale dated effective June 1, 2020, by and between SN TMS, LLC, as Assignor,
and White River SPV 2 LLC, as Assignee.

Leases

<u>Lease No.</u>	<u>Lessor</u>	<u>Lessee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>File No.</u>	<u>County</u>	<u>State</u>
MS571002	BOARD OF SUPERVISORS OF PIKE COUNTY, MISSISSIPPI	WORLDWIDE COMPANIES	07/12/1999	201	617	122347	Pike	MS

END OF EXHIBIT “A”

EXHIBIT B

Attached to that certain Assignment and Bill of Sale dated effective June 1, 2020, by and between SN TMS, LLC, as Assignor, and White River SPV 2 LLC, as Assignee.

Wells

<u>WELL NAME</u>	<u>WELL NO.</u>	<u>COUNTY/PARISH</u>	<u>STATE</u>	<u>API NUMBER</u>
PIKE COUNTY FARM	1	PIKE	MISSISSIPPI	23113202340000
BRASWELL 24-12	1	PIKE	MISSISSIPPI	23113202211000

END OF EXHIBIT “B”

ASSIGNMENT AND BILL OF SALE

ASSIGNORS: **SN TMS, LLC**
1000 Main Street, Suite 3000
Houston, Texas 77002
Tel. (713) 783-8000

ASSIGNEE: **WHITE RIVER SPV 2 LLC**
5899 Preston Road, Suite 505
Frisco, Texas 75034
Tel. (800) 919-4534

PREPARED BY: **SANCHEZ ENERGY CORPORATION**
1000 Main Street, Suite 3000
Houston, Texas 77002
Tel. (713) 783-8000

INDEXING INSTRUCTIONS: (ON NEXT PAGE)

INDEXING INSTRUCTIONS:

Index in general index and note on face of each lease in Exhibit A.

Index in Sectional Indices as follows:

TOWNSHIP 1 NORTH, RANGE 6 EAST

SECTION 19: SW/4; PT W/2W/2SE/4

SECTION 27: SW/4; PT S/2S/2NW/4

SECTION 30: S/2SW/4SW/4

SECTION 31: NW/4NW/4; PT N/2N/2SW/4NW/4

SECTION 34: NW/4; SW/4NE/4

SECTION 37: ALL

TOWNSHIP 1 NORTH, RANGE 5 EAST

SECTION 24: PT E/2NE/4SE/4

SECTION 25: PT S/2S/2SE/4

SECTION 36: PT N/2

SECTION 37: PT N/4

TOWNSHIP 2 NORTH, RANGE 3 EAST

SECTION 07: PT W/2W/2SW/4

TOWNSHIP 2 NORTH, RANGE 6 EAST

SECTION 12: PT SW/4; PT S/2NW/4

ASSIGNMENT AND BILL OF SALE

STATE OF MISSISSIPPI

COUNTY OF AMITE

This Assignment and Bill of Sale (this “Assignment”) is by and between SN TMS, LLC (“Assignor”), a wholly owned subsidiary of Sanchez Energy Corporation, whose address is 1000 Main Street, Suite 3000, Houston, Texas 77002, and White River SPV 2 LLC (“Assignee”), whose address is 5899 Preston Road, Suite 505, Frisco, Texas 75034. Assignor and Assignee referred to collectively as the “Parties”.

WITNESSETH:

WHEREAS, Assignor has agreed to assign to Assignee all of its interest in and to the Assets (as defined herein);

WHEREAS, Assignee has agreed to assume the Asset Related Liabilities (as defined herein);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained and performed by the Parties hereto, Assignor and Assignee hereby agree as follows:

ARTICLE 1 CONVEYANCE OF ASSETS

Section 1.1 Conveyance of Assets. FOR AND IN CONSIDERATION of the sum of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) and other good and valuable consideration, the receipt and full sufficiency of which are hereby acknowledged by the Parties, Assignor does, subject to the reservations, covenants, terms and conditions of this Assignment, hereby GRANT, SELL, CONVEY, TRANSFER, ASSIGN, SET OVER and DELIVER to Assignee, and Assignee hereby accepts from Assignor, effective as of the Effective Date (as defined herein), one hundred percent (100%) of Assignor’s interest in the following (the “Assets”):

- (a) the oil, gas, and mineral leases described in Exhibit “A” attached hereto (“Leases”), and all of Assignor’s interest in the Leases and lands described in the Leases or pooled or unitized therewith, including, but not limited to, leasehold working interests, net revenue interests, royalty interests, non-participating royalty interests, overriding royalty interests, net profits interests, reversionary interests and any and all other interests owned by Assignor in and to the Leases and the lands described in the Leases and pooled or unitized therewith;
- (b) all wells (including all oil, gas, water, disposal or injection wells) located on any of the Leases or on any expired lease or lands with which any Lease has been unitized,

whether such wells are producing, shut-in, abandoned or in any other condition (Assignor's collective interest in such wells, including the wells described in Exhibit "B" attached hereto ("Wells"));

- (c) all surface agreements, rights-of-way, saltwater disposal agreements, joint operating agreements, letter agreements, unit designations, unit agreements and any other contracts and instruments that are used for, or attributable to, the ownership or operation of any of the Leases or Wells, including, but not limited to, the contracts listed in Exhibit "C" attached hereto ("Agreements");
- (d) all equipment, machinery, fixtures and other personal and mixed property, operational and nonoperational, known or unknown, located on, in or under any of the Leases and Wells, that are primarily used or held for use in connection with the ownership, operation or development of the Leases and Wells, including pipelines, gathering systems, well equipment, casing, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, tanks, processing and separation facilities, water lines and related facilities, structures, materials, drilling barge, boats and other items primarily used in the ownership, operation or development of the Leases and Wells;
- (e) all hydrocarbons attributable to the Leases and Wells to the extent such hydrocarbons (i) were produced from and after the Effective Date, or (ii) were in pipelines or in tanks above the pipeline sales connection, in each case, as of the Effective Date, and any unsold inventory of gas products as of the Effective Date, and any and all imbalances relating to the Assets regardless of the time of occurrence; and
- (f) all files, records, maps, information and data that (i) relate to the ownership, operation or development of the Assets described above, (ii) that are in such Assignor's or its Affiliates' possession, and (iii) that are not subject to confidentiality obligations, including: (A) land and title records (including abstracts of title, title opinions and title curative documents); (B) applicable contract files; (C) correspondence (to the extent not subject to attorney-client privilege or other similar privilege); (D) operations, environmental, health and safety, pipeline safety, production, accounting and asset tax records (other than to the extent relating to Assignor's business generally); and (E) production, facility and well records and data (including non-confidential logs).

TO HAVE AND TO HOLD the Assets, together with all rights, privileges and appurtenances thereto, unto Assignee and its successors and assigns forever, subject to the reservations, covenants, terms and conditions set forth in this Assignment.

Section 1.2 Excluded Assets. Assignor hereby reserves and retains the following (the "Excluded Assets"):

- (a) all of Assignor's corporate minute books and corporate financial records that relate to Assignor's business generally;

- (b) all hydrocarbons produced from the Assets with respect to all periods prior to the Effective Date, other than those hydrocarbons produced from or allocated to the Assets and in storage or existing in stock tanks, pipelines or plants (including inventory) as of the Effective Date;
- (c) all personal computers, network equipment and associated peripherals not including SCADA, measurement or communication equipment;
- (d) all drilling rigs, and all trucks, cars and vehicles;
- (e) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;
- (f) all documents and instruments and other data or information of Assignor that may be protected by an attorney-client privilege, including all work product of and attorney-client communications with Assignor's legal counsel or any other documents or instruments that may be protected by an attorney-client privilege, but excluding any title opinions covering, addressing or commenting on the Assets and/or other materials addressing the environmental or other condition of the Assets; and
- (g) all documents and instruments and other data or information that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with third parties or which are proprietary information of third parties such as seismic data.

ARTICLE 2 DISCLAIMERS

Section 2.1 Disclaimers of All Warranties and Representations.

(a) Assignor and Assignee acknowledge and agree that the Assets are being conveyed without warranty of title of any kind whether expressed or implied, at common law, by statute, or otherwise. Without in any way limiting the generality of the foregoing, Assignee acknowledges and agrees that the Assets are being assigned subject to the following:

- (i) all matters of public record in the county(ies) where a particular Asset is located which are still in effect and affect such Asset;
- (ii) the terms and conditions of all Agreements, Leases (including with respect to (x) any Leases that have expired, or will expire, pursuant to their express terms, and (y) any portions of any Leases that are lost as the result of any vertical or horizontal "Pugh clauses" or other similar provisions contained therein);
- (iii) liens for taxes or assessments not yet due or delinquent;
- (iv) conventional rights of reassignment upon final intention to abandon or release the Assets, or any of them;

(v) easements, conditions, covenants, restrictions, servitudes, permits, rights-of-way, surface leases and other similar rights for the purpose of surface or other operations, facilities, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines and other like purposes, or for the joint or common use of the lands, rights-of-way, facilities and equipment;

(vi) vendors', carriers', warehousemens', repairmens', mechanics', workmens', materialmens', construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due;

(vii) liens created under Leases, permits, easements, rights-of-way or Agreements, or by operation of law;

(viii) any encumbrance affecting the Assets that has been cured or remedied by applicable statutes of limitation or statutes of prescription;

(ix) calls on production under existing Agreements;

(x) defects arising out of lack of survey;

(xi) defects arising out of lack of corporate or other entity authorization in the public records; and

(xii) defects that affect only which person has the right to receive royalty payments (rather than the amount of the proper payment of such royalty payment).

(b) IN ADDITION, ASSIGNOR MAKES NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, OR REPRESENTATION OF ANY KIND AND ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY ASSIGNEE REPRESENTATIVE (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ASSIGNOR, ANY AFFILIATE OR SUBSIDIARY OF ASSIGNOR, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, ADVISORS, PROFESSIONALS OR REPRESENTATIVES). WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THIS SECTION 2.1, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED BY ASSIGNOR, ANY AFFILIATE OR SUBSIDIARY OF ASSIGNOR, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, ADVISORS, PROFESSIONALS OR REPRESENTATIVES, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE

PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY OR ON BEHALF OF ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ANY ASSIGNEE REPRESENTATIVE IN CONNECTION WITH THE TRANSACTION EFFECTED BY THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

(c) ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE OR CONSIDERATION, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT, ASSIGNEE SHALL BE DEEMED TO BE ACQUIRING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, “AS IS” AND “WHERE IS” WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE. WITHOUT LIMITING THE FOREGOING, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF THE VALUE, QUALITY, QUANTITY OR DELIVERABILITY OF ANY OIL, GAS, OR OTHER MINERAL OR RESERVE, ATTRIBUTABLE OR RELATED TO THE ASSETS.

(d) ASSIGNEE WARRANTS AND REPRESENTS THAT IT: (I) IS EXPERIENCED AND KNOWLEDGEABLE WITH RESPECT TO THE OIL AND GAS EXPLORATION INDUSTRY GENERALLY AND WITH TRANSACTIONS AND ASSIGNMENTS OF THIS TYPE SPECIFICALLY; (II) POSSESSES MORE THAN SUFFICIENT KNOWLEDGE, EXPERIENCE AND EXPERTISE TO EVALUATE INDEPENDENTLY THE MERITS AND RISKS OF THE TRANSACTIONS HEREIN CONTEMPLATED; AND (III) IS NOT IN A MATERIALLY DISPARATE BARGAINING POSITION WHEN COMPARED TO ASSIGNOR.

(e) ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS MATERIALS OR OTHER MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY. ASSIGNEE SHALL BE DEEMED TO BE ACQUIRING THE ASSETS “AS IS – WHERE IS” WITHOUT ANY REPRESENTATION OR

WARRANTY WHATSOEVER, WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION, AND ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNEE SHALL RELY, AND HEREBY RELIES, UPON ASSIGNEE'S OWN INVESTIGATION AND DUE DILIGENCE OF THE PHYSICAL CONDITION OF THE ASSETS, INCLUDING ANY AND ALL ENVIRONMENTAL CONDITIONS, AND ASSIGNEE HEREBY ACCEPTS THE ASSETS INCLUSIVE OF ANY ADVERSE ENVIRONMENTAL CONDITION PRESENTLY EXISTING, WHETHER KNOWN OR UNKNOWN.

(f) ASSIGNEE ACCEPTS THIS ASSIGNMENT SUBJECT TO AND ON THE BASIS OF THE FOREGOING DISCLAIMERS, DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR INFORMATION MADE OR PROVIDED REGARDING ANY SUCH MATTERS, AND WAIVES ANY RIGHTS IT MAY OTHERWISE HAVE HAD TO RELY ON ANY SUCH STATEMENTS OR INFORMATION. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2.1 ARE CONSPICUOUS DISCLAIMERS.

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Section 2.3 Assignee agrees to defend, indemnify and hold harmless Assignor and Sanchez Oil & Gas Corporation (“SOG”) (which acted as contract operator), their respective agents, employees and assigns (each an “Indemnified Party” and collectively, the “Indemnified Parties”) from any and all Asset Related Liabilities and any and all obligations and Liabilities relating to, arising out of or arising in connection with Assignee’s and/or SOG’s operation or use of the Assets, even if such Liabilities arose from conditions, actions or inactions occurring prior to, on or after to the Effective Date of this Assignment and even if such Liabilities are caused in whole or in part by, or contributed to by, the negligence (whether sole, joint or concurrent), strict liability or other legal fault of an Indemnified Party, its affiliates, agents, employees or contractors, or any invitee or third party, and whether or not caused by a preexisting condition.

Section 2.4 Additionally, Assignee hereby agrees to indemnify and hold harmless Assignor and the Indemnified Parties from any and all claims arising from the production and sale of hydrocarbons from the Assets assigned hereunder, including the accounting or payment to third parties of monies attributable to their interests in such production, including any suspense funds, insofar as such claims relate to hydrocarbons produced from the Wells. Assignee shall be subject to, responsible for and comply with, at its sole cost and expense, all duties and obligations of Assignor and any of the Indemnified Parties, express or implied, with respect to the Assets under or by virtue of any Lease, contract, Agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority or at common law, specifically including, but not limited to, any governmental request or requirement or contractual obligation to plug, re-plug and/or abandon any Well of whatsoever type, status or classification, or take any clean-up, surface restoration, environmental abatement or remediation or other action with respect to the Assets.

ARTICLE 3 MISCELLANEOUS

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- (b) file with the MSOGB a MSOGB Form 8 (Authorization to Transport) for each Well which is producing;
- (c) submit financial assurance to the MSOGB satisfactory to the MSOGB to secure the plugging and abandonment obligations for all Wells and obtain the release of all financial assurance provided to the MSOGB by Assignor and/or SOG; and
- (d) submit to the Mississippi Department of Environmental Quality a permit transfer form to transfer and assume from Assignor and SOG all environmental and natural resource permits, authorizations, notifications, etc., presently held by or identified with Assignor and/or SOG.

Section 3.2 Sale Order. This Assignment is expressly made subject to the terms of that certain Sale Order dated June 18, 2020, issued by the United States Bankruptcy Court for the Southern District of Texas in Case No. 19-34508 (the “Sale Order”).

Section 3.3 Taxes. Assignee shall assume and pay all taxes, including ad-valorem taxes, production taxes, or any other taxes of any kind or character imposed on the Assets as of the Effective Date of this Assignment.

Section 3.4 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. All references herein to either Assignors or Assignee shall include their respective successors and assigns.

Section 3.5 Exhibits. All of the Exhibits referred to in this Assignment constitute a part of this Assignment.

Section 3.6 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute one instrument. No Party shall be bound until such time as all of the Parties have executed counterparts of this Assignment. To facilitate recordation or filing of this Assignment, each counterpart must be filed with a parish or state agency or office that contain those portions of the Exhibits to this Assignment that describe property in that parish or under the jurisdiction of that agency or office. Complete copies of this Assignment containing the entire Exhibits have been retained by Assignor and Assignee.

IN WITNESS WHEREOF, this Assignment has been executed by each of the Parties as of the dates of the acknowledgments below but shall be effective for all purposes as of June 1, 2020 (the “Effective Date”).

[Signature Page Follows]

ASSIGNOR:

SN TMS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2020, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY

My commission expires

ASSIGNEE:

WHITE RIVER SPV 2 LLC,
a Texas limited liability company

By: _____
Name: Jason Puchir
Title: Chief Financial Officer

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2020, within my jurisdiction, the within named JASON PUCHIR, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacities, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY

My commission expires

EXHIBIT A

Attached to that certain Assignment and Bill of Sale dated effective June 1, 2020, by and between
SN TMS, LLC, as Assignor, and White River SPV 2 LLC, as Assignee.

Leases

<u>Lease No.</u>	<u>Lessor</u>	<u>Lessee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>File No.</u>	<u>State</u>	<u>County / Parish</u>
MS560005-001	LAWSON, LEE RICHARD & KATHLEEN	SOUTHEAST LAND SERVICES INC	01/21/2003	170	287	0303055	MS	Amite
MS560005-002	WILLIAMS, ROBERT EVERETT	SOUTHEAST LAND SERVICES INC	01/23/2003	170	271	0303047	MS	Amite
MS560005-003	PARISH, EUNICE WILLIAMS	SOUTHEAST LAND SERVICES INC	01/23/2003	170	285	0303054	MS	Amite
MS560020-001	BLACK STONE ACQUISITION PARTNE	WORLDWIDE COMPANIES	03/10/2004	171	303	0401012	MS	Amite
MS560020-002	TILLET, ALICE C.	WORLDWIDE COMPANIES	01/27/2004	171	178	0400628	MS	Amite
MS560020-003	SMITH, ED A.	WORLDWIDE COMPANIES	01/27/2004	171	305	0401013	MS	Amite
MS560020-004	RIDDLE III, JAMES I.	WORLDWIDE COMPANIES	02/17/2004	171	319	0401020	MS	Amite
MS560020-005	PENTON, DAVID	WORLDWIDE COMPANIES	02/13/2004	174	219	0502127	MS	Amite
MS560020-006	OZBURN, ROBERT	WORLDWIDE COMPANIES	02/17/2004	171	361	0401039	MS	Amite
MS560020-007	LANCASTER, JANE R.	WORLDWIDE COMPANIES	02/17/2004	171	321	0401021	MS	Amite
MS560020-008	ALFORD, RANDALL PRISCOK	WORLDWIDE COMPANIES	02/01/2004	171	654	0402122	MS	Amite
MS560020-009	ALFORD, MARGARET JEAN PEGGY	WORLDWIDE COMPANIES	02/01/2004	171	363	0401040	MS	Amite
MS560020-010	ALFORD, PRENTIS KEITH	WORLDWIDE COMPANIES	04/09/2004	171	417	0401227	MS	Amite

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MS560020-011	ALFORD, HOWARD W.	WORLDWIDE COMPANIES	02/25/2004	171	325	0401023	MS	Amite
MS560020-012	RICHARDSON, DEBORAH PENTON	WORLDWIDE COMPANIES	02/01/2004	171	333	0401027	MS	Amite
MS560020-013	NORMAN B. GILLIS SR TRUST	WORLDWIDE COMPANIES	10/13/2003	170	226	0302772	MS	Amite
MS560020-014	DORCHESTER MINERALS LP	WORLDWIDE COMPANIES	04/01/2004	171	393	0401218	MS	Amite
MS560020-015	ESTATE OF WADE W. WILEY, JR.	WORLDWIDE COMPANIES	01/15/2004	171	131	0400475	MS	Amite
MS560020-016	JONES, A. R.	WORLDWIDE COMPANIES	01/01/2004	171	114	0400467	MS	Amite
MS560020-017	LOGAN, JULIA ANN	WORLDWIDE COMPANIES	01/27/2004	171	133	0400476	MS	Amite
MS560020-018	FRAIZIER, WARREN W. DBA FRAZIE	WORLDWIDE COMPANIES	03/31/2004	171	413	0401225	MS	Amite
MS560020-019	BHCH PROPERTIES, LTD.	WORLDWIDE COMPANIES	03/31/2004	171	419	0401228	MS	Amite
MS560020-020	BHCH MINERALS, LTD.	WORLDWIDE COMPANIES	03/31/2004	171	423	0401230	MS	Amite
MS560020-021	BRANCH, TURNER W.	WORLDWIDE COMPANIES	02/09/2004	171	317	0401019	MS	Amite
MS560020-022	BUTLER, DANA	WORLDWIDE COMPANIES	02/18/2004	171	406	0401222	MS	Amite
MS560020-023	BRANCH JR., JAMES A.	WORLDWIDE COMPANIES	02/02/2004	171	186	0400632	MS	Amite
MS560020-024	BOO-KER OIL & GAS CORP.	WORLDWIDE COMPANIES	01/20/2004	171	126	0400473	MS	Amite
MS560020-025	SPEARS, CHARLES H.	WORLDWIDE COMPANIES	11/30/2003	170	437	0303269	MS	Amite

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MS560020-026	ESTATE OF WADE W. WILEY	SOUTHEAST LAND SERVICES INC	04/21/2003	170	277	0303050	MS	Amite
MS560020-027	THORNHILL JR., J. E.	SOUTHEAST LAND SERVICES INC	12/19/2002	170	279	0303051	MS	Amite
MS560020-028	STOCKARD, W. A.	SOUTHEAST LAND SERVICES INC	03/21/2003	170	275	0303049	MS	Amite
MS560020-029	JONES, A. R. AND ELIZABETH C.	SOUTHEAST LAND SERVICES INC	01/09/2003	170	291	0303057	MS	Amite
MS560020-030	HOWELL, DOROTHY THORNHILL	SOUTHEAST LAND SERVICES INC	12/19/2002	170	293	0303058	MS	Amite
MS560020-031	LOGAN, JULIE ANN	SOUTHEAST LAND SERVICES INC	04/01/2003	171	460	0401562	MS	Amite
MS560020-032	FRAZIER RESOURCES COMPANY	SOUTHEAST LAND SERVICES INC	04/20/2004	171	451	0401558	MS	Amite
MS560020-033	BUTLER, DANA	SOUTHEAST LAND SERVICES INC	12/19/2002	170	307	0303065	MS	Amite
MS560020-034	BHCH MINERALS. ET AL	SOUTHEAST LAND SERVICES INC	04/20/2004	171	453	0401559	MS	Amite
MS560020-035	BRANCH, TURNER W.	SOUTHEAST LAND SERVICES INC	01/07/2003	170	311	0303067	MS	Amite
MS560020-036	BRANCH JR., JAMES A.	SOUTHEAST LAND SERVICES INC	01/07/2003	171	458	0401561	MS	Amite
MS560020-037	THE BOOTH-BRICKER FUND	SOUTHEAST LAND SERVICES INC	03/21/2003	170	305	0303064	MS	Amite
MS560020-038	DORCHESTER MINERALS, L.P.	SOUTHEAST LAND SERVICES INC	01/12/2004	171	455	0401560	MS	Amite
MS560020-050	ELLZEY, ROY S.	SOUTHEAST LAND SERVICES INC	12/19/2002	170	299	0303061	MS	Amite
MS560020-051	HUGHES, JANE E.	SOUTHEAST LAND SERVICES INC	12/19/2002	170	295	0303059	MS	Amite

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MS560020-052	STAHLMAN, JUDY E.	SOUTHEAST LAND SERVICES INC	12/19/2002	170	283	0303053	MS	Amite
MS560020-053	SETTOON, WILLIAM MICHAEL	SOUTHEAST LAND SERVICES INC	01/06/2003	170	281	0303052	MS	Amite
MS560020-054	CAGLE, SUE COPASS	SOUTHEAST LAND SERVICES INC	12/19/2002	170	301	0303062	MS	Amite
MS560020-055	JACKSON, SALLY COPAS	SOUTHEAST LAND SERVICES INC	12/19/2002	170	289	0303056	MS	Amite
MS560020-056	WOOLLEY, CYNTHIA COPASS	SOUTHEAST LAND SERVICES INC	12/19/2002	170	265	0303044	MS	Amite
MS560020-057	WILTSHIRE, ANN B.	SOUTHEAST LAND SERVICES INC	01/09/2003	170	267	0303045	MS	Amite
MS560020-058	BILBO, WILLIAM B.	SOUTHEAST LAND SERVICES INC	01/09/2003	170	309	0303066	MS	Amite
MS560020-059	BRASWELL, RANDY, IND & DBA WOR	ORION ENERGY PARTNERS LP	10/10/2005	175	344	0503333	MS	Amite
MS560020-060	STOCKARD, W. A.	WORLDWIDE COMPANIES	03/03/2004	171	408	0401223	MS	Amite
MS560020-062	SPEARS, CHARLES H.	SOUTHEAST LAND SERVICES INC	11/11/2003	171	445	0401556	MS	Amite
MS560020-063	ATKINS MINERALS L. C.	WORLDWIDE COMPANIES	01/10/2004	171	107	0400464	MS	Amite
MS560020-075	JACKSON, SALLY COPASS	SN TMS, LLC	10/30/2014	254	532	1500806	MS	Amite
MS560020-078	THE THOMSEN COMPANY, LLC	SN TMS, LLC	10/07/2014	252	1	1405937	MS	Amite
MS560020-079	WOOLLEY, CYNTHIA COPASS	SN TMS, LLC	10/31/2014	258	310	1501896	MS	Amite
MS560020-080	COPASS, SUE	SN TMS, LLC	10/31/2014	258	321	1501898	MS	Amite

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MS560031-001	MAY, MARTHA SMILEY	SR ACQUISITION I, LLC	12/16/2011	206	368	1104366	MS	Amite
MS560044-001	SPEARS, CHARLES H.	SR ACQUISITION I, LLC	12/13/2011	206	146	1104282	MS	Amite
MS560044-002	TATE, THOMAS A.	F-OIL PROPERTIES INC	05/25/2012	222	435	1204479	MS	Amite
MS560044-003	TATE, ROBERT DALE	F-OIL PROPERTIES INC	05/25/2012	222	431	1204478	MS	Amite
MS560044-004	TATE, WILLIAM LEE	F-OIL PROPERTIES INC	05/25/2012	222	427	1204477	MS	Amite
MS561001-005	JAMES, PAMELA B., ET VIR	F-OIL PROPERTIES, INC.	04/08/2014	240	179	1402902	MS	Amite
MS561001-006	CARRAWAY, CORNELIUS	F-OIL PROPERTIES, INC	05/30/2014	241	580	1403360	MS	Amite
MS561001-007	BROWN, ALFRED LEE, ET UX	F-OIL PROPERTIES, INC	04/08/2014	241	550	1403355	MS	Amite
MS561001-R01	RAY, GAY L., ET VIR	WORLDWIDE COMPANIES	11/19/2010	225	19	1205191	MS	Amite
MS561001-R02	ALDRIDGE, JAMES A. ALDRIDGE ET AL	WORLDWIDE COMPANIES	11/19/2010	225	15	1205190	MS	Amite
MS561001-R03	JACKSON, PEGGY L., ET VIR	WORLDWIDE COMPANIES	11/19/2010	225	23	1205192	MS	Amite
MS561003-001	BOARD OF EDUCATION OF AMITE CO	WORLDWIDE COMPANIES	01/03/2006	175	608	0600084	MS	Amite
MS561003-002	BOARD OF EDUCATION OF AMITE COUNTY	SR ACQUISITION I, LLC	10/10/2013	232	673	1303497	MS	Amite
MS561019-001	BIRD, CONNIE	F-OIL PROPERTIES INC	04/17/2012	222	415	1204474	MS	Amite
MS561019-002	SIMS, MICHAEL	F-OIL PROPERTIES INC	04/17/2012	222	419	1204475	MS	Amite

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MS561019-003	JACKSON, DANIEL W., ET AL	F-OIL PROPERTIES, INC.	03/19/2014	240	139	1402899	MS	Amite
MS561019-004	SIMS JR., RALPH EDWIN	F-OIL PROPERTIES, INC.	03/28/2014	242	112	1403385	MS	Amite
MS561019-005	CARPENTER, BILLIE CHRISTINE	SUNCOAST LAND SERVICES, INC.	07/17/2007	185	612	0704007	MS	Amite
MS561019-006	IVEY, EVA N.	SUNCOAST LAND SERVICES, INC.	08/21/2007	185	658	0704024	MS	Amite
MS561019-007	IVEY, GLADYS	SUNCOAST LAND SERVICES, INC.	07/17/2007	185	614	0704008	MS	Amite
MS561019-008	MCKEY, JODI IVEY	SUNCOAST LAND SERVICES, INC.	08/21/2007	185	660	0704025	MS	Amite
MS561019-009	IVEY, RONALD S.	SUNCOAST LAND SERVICES, INC.	08/21/2007	185	662	0704026	MS	Amite
MS561019-010	KIRKLND, LEIGH MICHELLE	SUNCOAST LAND SERVICES, INC.	08/22/2007	185	664	0704027	MS	Amite
MS561019-011	IVEY, NORMAN S.	SUNCOAST LAND SERVICES, INC.	07/16/2007	185	610	0704006	MS	Amite
MS561019-012	MCKAY, WANDA GAIL	SUNCOAST LAND SERVICES, INC.	07/17/2007	185	616	0704009	MS	Amite
MS561020	BELL, JEAN SMYLLIE	F-OIL PROPERTIES, INC.	02/18/2014	237	535	1402113	MS	Amite
MS561021-001	ROBINSON, EMERSON B. III	SR ACQUISITION I, LLC	02/06/2014	237	726	1402143	MS	Amite
MS561021-002	ROBINSON, JOHN GREEN BY AIF E B ROB	SR ACQUISITION I, LLC	02/06/2014	237	736	1402144	MS	Amite
MS561021-003	CANNON, RANDALL K., ET UX	F-OIL PROPERTIES, INC.	04/09/2014	240	34	1402885	MS	Amite
MS561021-004	STAFFORD, FRANCES JACKSON	ENCANA OIL & GAS (USA) INC.	05/11/2012	218	497	1203382	MS	Amite
MS561021-005	HARVEY, JAMES FORD	ENCANA OIL & GAS (USA) INC.	05/11/2012	218	456	1203377	MS	Amite

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MS561021-006	JACKSON, JAMES FORD	ENCANA OIL & GAS (USA) INC.	05/11/2012	218	481	1203380	MS	Amite
MS561021-007	JACKSON, JOHN HARVEY	ENCANA OIL & GAS (USA) INC.	05/11/2012	218	473	1203379	MS	Amite
MS561021-008	HARRINGTON, LAURIE HARVEY	ENCANA OIL & GAS (USA) INC.	05/11/2012	218	505	1203383	MS	Amite
MS561021-009	HARVEY, MELBA LEROY, JR.	ENCANA OIL & GAS (USA) INC.	05/11/2012	218	448	1203376	MS	Amite
MS561021-010	VIDRINE, SUSAN JACKSON	ENCANA OIL & GAS (USA) INC.	05/11/2012	218	489	1203381	MS	Amite
MS561021-011	JACKSON, WILLIAM THOMAS	ENCANA OIL & GAS (USA) INC.	05/11/2012	218	466	1203378	MS	Amite
MS561022	BUCK, AUDREY LOUISE S.	F-OIL PROPERTIES, INC.	02/18/2014	237	555	1402116	MS	Amite
MS561023	DICKERSON, ALICE SMYLLIE	F-OIL PROPERTIES, INC.	02/18/2014	237	616	1402126	MS	Amite
MS561024-001	BIGLANE, NOLAND E.	F-OIL PROPERTIES, INC.	03/04/2014	237	522	1402111	MS	Amite
MS561024-002	FRANCIS, DAVID J.	F-OIL PROPERTIES, INC.	02/28/2014	237	624	1402127	MS	Amite
MS561024-003	FRANCIS, GENE R.	F-OIL PROPERTIES, INC.	02/26/2014	237	632	1402128	MS	Amite
MS561024-004	FRANCIS, JOSEPH F. JR.	F-OIL PROPERTIES, INC.	02/24/2014	237	640	1402129	MS	Amite
MS561024-005	FOSTER, BETTY S.	F-OIL PROPERTIES, INC.	03/21/2014	237	573	1402119	MS	Amite
MS561024-006	LAMBDIN FAMILY PARTNERSHIP, L.P.	F-OIL PROPERTIES, INC.	03/27/2014	237	708	1402140	MS	Amite
MS561024-007	LAMBDIN, CLARK H.	F-OIL PROPERTIES, INC.	04/02/2014	240	196	1402904	MS	Amite
MS561024-008	LAMBDIN, S.H. III MD	F-OIL PROPERTIES, INC.	04/02/2014	240	204	1402905	MS	Amite

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MS561024-009	BOYLE, KAREN LAMBDIN	F-OIL PROPERTIES, INC.	04/04/2014	240	16	1402882	MS	Amite
MS561024-010	STEWART, DOUGLAS M.	ENCANA OIL & GAS (USA) INC.	07/27/2012	218	731	1203445	MS	Amite
MS561024-011	PERRY, CATHY	ENCANA OIL & GAS (USA) INC.	08/02/2012	219	531	1203658	MS	Amite
MS561024-012	STEWART, DONALD	ENCANA OIL & GAS (USA) INC.	07/27/2012	219	518	1203656	MS	Amite
MS561024-013	CLAY, EVA S.	ENCANA OIL & GAS (USA) INC.	07/27/2012	220	140	1203830	MS	Amite
MS561024-014	STEWART, MARK	ENCANA OIL & GAS (USA) INC.	07/27/2012	220	129	1203828	MS	Amite
MS561024-015	MCDOWELL, MARY STEWART	ENCANA OIL & GAS (USA) INC.	07/27/2012	218	724	1203444	MS	Amite
MS561024-016	ROBERTS, NETTIE M.	ENCANA OIL & GAS (USA) INC.	07/27/2012	220	494	1203954	MS	Amite
MS561024-017	BOONE, STACY STEWART	ENCANA OIL & GAS (USA) INC.	07/27/2012	219	544	1203660	MS	Amite
MS561024-018	REESE, WILLIE STEWART	ENCANA OIL & GAS (USA) INC.	07/27/2012	220	146	1203831	MS	Amite
MS561025-001	RICHMOND, PATRICIA M.	F-OIL PROPERTIES, INC.	03/07/2014	238	1	1402145	MS	Amite
MS561025-002	SMITH, TERRY M.	F-OIL PROPERTIES, INC.	03/07/2014	238	103	1402162	MS	Amite
MS561025-003	YARBROUGH, JANICE J.	F-OIL PROPERTIES, INC.	03/13/2014	238	95	1402161	MS	Amite
MS561025-004	WILLIAMS, JOSEPH L., ET UX	F-OIL PROPERTIES, INC.	03/12/2014	238	90	1402160	MS	Amite
MS561025-005	ST DAVIS BAPTIST CHURCH	F-OIL PROPERTIES, INC.	03/19/2014	238	85	1402159	MS	Amite

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MS561025-006	DIGEL, JEANNINE M.	F-OIL PROPERTIES, INC.	03/07/2014	237	590	1402122	MS	Amite
MS561025-007	WILLIAMS, ERNEST LEE, ET UX	F-OIL PROPERTIES, INC.	03/12/2014	238	69	1402156	MS	Amite
MS561025-008	WILLIAMS, LENA	F-OIL PROPERTIES, INC.	03/21/2014	238	75	1402157	MS	Amite
MS561025-009	WILLIAMS, J. R.	F-OIL PROPERTIES, INC.	03/21/2014	238	64	1402155	MS	Amite
MS561025-010	HAMPTON, LINDA	F-OIL PROPERTIES, INC.	03/21/2014	237	653	1402131	MS	Amite
MS561025-011	WILLIAMS, LEMMIE JR.	F-OIL PROPERTIES, INC.	03/20/2014	238	80	1402158	MS	Amite
MS561025-012	DUNBAR, GLORIA DEAN SPEARS	F-OIL PROPERTIES, INC.	03/12/2014	237	585	1402121	MS	Amite
MS561025-013	BROWN, MILDRED	F-OIL PROPERTIES, INC.	03/27/2014	237	549	1402115	MS	Amite
MS561025-014	ALLEN, SANDRA	F-OIL PROPERTIES, INC.	03/21/2014	237	517	1402110	MS	Amite
MS561025-015	JACOBS, LOTTIE MAE	F-OIL PROPERTIES, INC.	03/27/2014	237	696	1402138	MS	Amite
MS561025-016	BROWN, MELVIN R.	F-OIL PROPERTIES, INC.	03/27/2014	237	543	1402114	MS	Amite
MS561025-017	HARDEN, LENA	F-OIL PROPERTIES, INC.	03/21/2014	237	658	1402132	MS	Amite
MS561025-018	SPENCER, SHIRLEY	F-OIL PROPERTIES, INC.	03/27/2014	240	266	1402913	MS	Amite
MS561025-019	HAMPTON JR., LESSIE J.	F-OIL PROPERTIES, INC.	06/13/2014	243	243	1403720	MS	Amite
MS561025-020	HAMPTON, LESLIE K.	F-OIL PROPERTIES, INC.	06/09/2014	243	238	1403719	MS	Amite

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MS561025-021	HAMPTON, APRIL S.	F-OIL PROPERTIES, INC.	06/07/2014	243	228	1403717	MS	Amite
MS561025-022	BROWN, REGINA, ET AL	F-OIL PROPERTIES, INC.	03/24/2014	241	559	1403356	MS	Amite
MS561026	RYAN, JOHN III	F-OIL PROPERTIES, INC.	02/18/2014	238	12	1402147	MS	Amite
MS561027	RYAN, MARY ANN	F-OIL PROPERTIES, INC.	02/18/2014	238	20	1402148	MS	Amite
MS561028-001	SMILEY, JAMES MALCOLM JR.	F-OIL PROPERTIES, INC.	03/27/2014	238	47	1402152	MS	Amite
MS561028-002	SMILEY, ETTA GILLIS, ET AL	ENCANA OIL & GAS (USA) INC.	11/19/2012	214	585	1202165	MS	Amite
MS561028-003	DIXON, JAMES E., ET UX	PETROLEUM LAND SERVICES, LLC	11/16/2012	205	9	1103948	MS	Amite
MS561029-001	SHAY, SUSAN ALICE JACKSON	F-OIL PROPERTIES, INC.	03/20/2014	238	39	1402151	MS	Amite
MS561029-002	JACKSON-D'AMBROSI, ELIZABETH ANN	F-OIL PROPERTIES, INC.	03/20/2014	237	608	1402125	MS	Amite
MS561029-003	JACKSON, DAVID RUDD	F-OIL PROPERTIES, INC.	03/20/2014	237	668	1402134	MS	Amite
MS561029-004	JACKSON, WILLIAM WINGATE	F-OIL PROPERTIES, INC.	03/20/2014	237	688	1402137	MS	Amite
MS561029-005	VANOYEN, GALE JACKSON	F-OIL PROPERTIES, INC.	03/20/2014	238	58	1402154	MS	Amite
MS561029-006	STEWART, LAURA MASON	F-OIL PROPERTIES, INC.	03/20/2014	238	52	1402153	MS	Amite
MS561029-007	MASON, MARSHALL LEE III	F-OIL PROPERTIES, INC.	03/20/2014	237	720	1402142	MS	Amite
MS561029-008	KRAUSE, MARY ANN	F-OIL PROPERTIES, INC.	03/20/2014	237	702	1402139	MS	Amite
MS561029-009	JACKSON, BARBARA	F-OIL PROPERTIES, INC.	03/20/2014	237	676	1402135	MS	Amite

<u>Lease No.</u>	<u>Lessor</u>	<u>Lessee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>File No.</u>	<u>State</u>	<u>County / Parish</u>
MS561029-010	MASON, MARTHA	F-OIL PROPERTIES, INC.	04/20/2014	238	28	1402149	MS	Amite
MS561029-011	LIBERTY TRACE, LLC	F-OIL PROPERTIES, INC.	03/17/2014	237	716	1402141	MS	Amite
MS561029-012	FRANKLIN, PATRICIA LEE	F-OIL PROPERTIES, INC.	03/20/2014	237	579	1402120	MS	Amite
MS561029-013	JACKSON, JAY BRUCE	F-OIL PROPERTIES, INC.	03/20/2014	237	682	1402136	MS	Amite
MS561029-014	JACKSON, WAYNE GARY	F-OIL PROPERTIES, INC.	03/19/2014	240	165	1402901	MS	Amite
MS561029-015	JACKSON, MATTHEW W.	F-OIL PROPERTIES, INC.	03/19/2014	240	153	1402900	MS	Amite
MS561029-016	JACKSON, DANIEL W.	F-OIL PROPERTIES, INC.	03/19/2014	240	126	1402898	MS	Amite
MS561029-017	LEWIS III, CHARLES H.	F-OIL PROPERTIES, INC.	05/06/2014	242	54	1403377	MS	Amite
MS561029-019	BRADDOCK, SUZANNE JACKSON	AUDOBON OIL AND GAS CORPORATION	06/26/2012	207	383	1200161	MS	Amite
MS561034-001	COLLINS, MELENDAR JORE	F-OIL PROPERTIES, INC.	05/08/2014	240	47	1402887	MS	Amite
MS561034-002	NORWOOD, JERRY WAYNE	F-OIL PROPERTIES, INC.	06/09/2014	242	68	1403379	MS	Amite
MS561041-001	ALDRIDGE, DALE ALVIN MORRIS, JAMES A.	F-OIL PROPERTIES, INC. AUDOBON OIL AND GAS CORPORATION	05/14/2014 08/30/2012	241 206	530 236	1403351 1104313	MS MS	Amite Amite
MS561051-002	MCALLISTER, R. S., ET UX	AUDOBON OIL AND GAS CORPORATION	08/10/2012	207	406	1200165	MS	Amite
MS561052-001	JACKSON, JOE LEE, ET UX	PETROLEUM LAND SERVICES, LLC	11/08/2012	205	142	1103981	MS	Amite
MS561053-001	CHANEY, WILLIAM D.	TEXAS REEXPLORATION, LTD. 03	02/16/2012	210	646	1201134	MS	Amite

<u>Lease No.</u>	<u>Lessor</u>	<u>Lessee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>File No.</u>	<u>State</u>	<u>County / Parish</u>
MS561053-002	ROUSSEL, NANCYE CAROLYN	TEXAS REEXPLORATION, LTD. 03	02/16/2012	211	133	1201237	MS	Amite
MS561053-003	CHANEY, LINDA SUSAN	TEXAS REEXPLORATION, LTD. 03	02/16/2012	211	116	1201234	MS	Amite
MS561053-004	CHANEY, PATRICK PHARES	TEXAS REEXPLORATION, LTD. 03	02/16/2012	211	123	1201235	MS	Amite
MS561053-005	PHARES, JOHN HADEN JR.	SN TMS, LLC	10/01/2014	258	289	1501894	MS	Amite
MS561053-006	PHARES, JAMES ALLEN	SN TMS, LLC	10/01/2014	258	300	1501895	MS	Amite
MS561053-007	PHARES, FRANCES MARGARET	SN TMS, LLC	10/01/2014	258	279	1501893	MS	Amite
MS561054	SAWYER, RUTH S., ET AL	PETROLEUM LAND SERVICES, LLC	11/12/2012	205	290	1104020	MS	Amite
MS563001-001	SMITH JR., CLAUDE L., ET UX	SR ACQUISITION I, LLC	12/28/2011	207	126	1200098	MS	Amite
MS563001-002	CAMPBELL, LINDA K. SMITH, ET V	SR ACQUISITION I, LLC	12/28/2011	207	115	1200096	MS	Amite
MS563001-003	SMITH, CHARLES LONNIE	SR ACQUISITION I, LLC	12/28/2011	207	221	1200097	MS	Amite
MS563001-004	PRESCOTT, LAURA MARIE SMITH	SR ACQUISITION I, LLC	12/28/2011	207	104	1200094	MS	Amite

END OF EXHIBIT "A"

EXHIBIT B

Attached to that certain Assignment and Bill of Sale dated effective June 1, 2020, by and between SN TMS, LLC, as Assignor, and White River SPV 2 LLC, as Assignee.

Wells

<u>WELL NAME</u>	<u>WELL NO.</u>	<u>COUNTY/PARISH</u>	<u>STATE</u>	<u>API NUMBER</u>
CHARLES SPEARS	1A	AMITE	MISSISSIPPI	23005206880000

END OF EXHIBIT “B”

EXHIBIT C

Attached to that certain Assignment and Bill of Sale dated effective June 1, 2020, by and between SN TMS, LLC, as Assignor, and White River SPV 2 LLC, as Assignee.

<u>Contract No.</u>	<u>Grantor / Operator</u>	<u>Grantee / Non-Operator</u>	<u>Type</u>	<u>Date</u>	<u>State</u>	<u>County</u>	<u>Book</u>	<u>Page</u>	<u>File No.</u>
MS560JOA-001	ENCANA OIL & GAS (USA) INC	SN TMS, LLC, ET AL	JOINT OPERATING AGMT	12/01/2014	MS	Amite	271	435	160096 4
MS560JOA-002	ENCANA OIL & GAS (USA) INC	SN TMS, LLC, ET AL	JOINT OPERATING AGMT	12/01/2013	MS	Amite			
MS560ROW- 002A	SHELDON CRAWFORD	SANCHEZ OIL & GAS CORPORATION	PIPELINE AND SURFACE SITE AGMT.	07/31/2012	MS	Amite	386	690	120447 3
MS563JOA-001	GOODRICH PETROLEUM COMPANY LLC	SR ACQUISITION I, LLC, ET AL	JOINT OPERATING AGMT	03/15/2014	MS	Amite	272	265	160158 0
MS582ROW- 02A	JAMES E HEMPHILL ET UX	THRESHOLD DEVELOPMENT COMPANY	PIPELINE EASEMENT O&G	06/14/2001	MS	Amite			

END OF EXHIBIT “C”

ASSIGNMENT AND BILL OF SALE

ASSIGNORS: **SN TMS, LLC**
1000 Main Street, Suite 3000
Houston, Texas 77002
Tel. (713) 783-8000

ASSIGNEE: **WHITE RIVER SPV 2 LLC**
5899 Preston Road, Suite 505
Frisco, Texas 75034
Tel. (800) 919-4534

PREPARED BY: **SANCHEZ ENERGY CORPORATION**
1000 Main Street, Suite 3000
Houston, Texas 77002
Tel. (713) 783-8000

INDEXING INSTRUCTIONS:

(ON NEXT PAGES)

INDEXING INSTRUCTIONS:

Index in general index and note on face of each lease in Exhibit A.

Index in Sectional Indices as follows:

TOWNSHIP 1 NORTH, RANGE 1 WEST

SECTION 04: N/2NW/4

SECTION 06: PT N/2N/2NE/4NW/4

SECTION 16: E/2E/2

TOWNSHIP 1 NORTH, RANGE 2 WEST

SECTION 04: PT E/2; PT SW/4

SECTION 14: PT W/2W/2

SECTION 15: MOST OF SECTION

SECTION 20: W/2SW/4; NW/4; PT W/2W/2NE/4

SECTION 21: SE/4; PT NE/4; PT SE/4SW/4; SE/4

TOWNSHIP 2 NORTH, RANGE 1 EAST

SECTION 05: SW/4; SW/4NW/4

SECTION 06: PT E/2NE/4

SECTION 22: PT SE/4SE/4

SECTION 23: PT SW/4SW/4

SECTION 30: PT NW/4NW/4

SECTION 31: E/2NE/4; NW/4NE/4; PT N/2N/2NW/4; NW/4SE/4

SECTION 36: NW/4NW/4; E/2E/2SE/4

TOWNSHIP 2 NORTH, RANGE 1 WEST

SECTION 03: PT E/2; S/2S/2SW/4

SECTION 04: NW/4NW/4; PT SW/4NW/4; W/2SW/4; PT E/2SW4

SECTION 05: ALL, LESS PT SE/4NW/4 & PT SW/4NE/4

SECTION 06: N/4NW/4; PT S/2NW/4; S/2NE/4; N/4SE/4; N/2S/2SE/4

SECTION 07: SE/4SE/4

SECTION 08: ALL

SECTION 09: PT NW/4; PT NE/4; PT W/2SE/4

SECTION 10: PT NW/4; PT SW/4; NE/4; PT SE/4

SECTION 11: PT SW/4NW/4; NW/4SW/4; PT SW/4SW/4

SECTION 15: SW/4; W/2SE/4; PT SW/4NE/4; S/2NW/4; PT NW/4NW/4

SECTION 17: PT N/2; W/2SW/4; PT E/2SW/4

SECTION 18: NE/4NE/4

SECTION 22: NE/4SE/4

SECTION 23: SE/4SE/4

SECTION 28: PT SW/4
SECTION 29: E/2SE/4; SW/4SE/4; W/2NW/4
SECTION 32: PT E/2E/2NW/4; PT NE/4; PT NW/4SE/4
SECTION 33: PT N/2NW/4
SECTION 36: W/2; NE/4

TOWNSHIP 2 NORTH, RANGE 2 WEST

SECTION 19: ALL
SECTION 20: ALL, LESS PT E/2E/2
SECTION 34: ALL
SECTION 35: W/2, LESS PT S/2S/2W/2; PT W/2W/2E/2
SECTION 39: PT E/2SW/4; PT W/2SW/4
SECTION 41: PT N/2NW/4NW/4; E/2W/2; W/2E/2; W/2E/2E/2
SECTION 42: E/2W/2; E/2, LESS PT E/2E/2

TOWNSHIP 2 NORTH, RANGE 3 WEST

SECTION 24: NE/4
SECTION 40: PT E/2NE/4

TOWNSHIP 2 NORTH, RANGE 4 WEST

SECTION 21: PT S/2; PT S/2N/2
SECTION 27: PT E/2E/2
SECTION 28: ALL
SECTION 29: ALL
SECTION 36: ALL
SECTION 37: ALL
SECTION 38: ALL
SECTION 39: ALL
SECTION 40: ALL
SECTION 41: ALL
SECTION 44: ALL
SECTION 46: ALL
SECTION 47: ALL
SECTION 48: ALL

TOWNSHIP 3 NORTH, RANGE 1 EAST

SECTION 05: SE/4SW/4
SECTION 06: W/2NW/4NW/4NW/4; W/2SW/4
SECTION 11: PT W/2W/2SW/4SW/4
SECTION 21: SE/4NW/4; SW/4 LESS N/2NE/4SW/4
SECTION 29: N/2NW/4SE/4

TOWNSHIP 3 NORTH, RANGE 1 WEST

SECTION 02: N/2NW/4; W/2W/2NW/4NE/4

SECTION 03: N/2NE/4NE/4

SECTION 04: PT NW/4NE/4; PT S/2NW/4NW/4; PT NW/4SW/4SE/4

SECTION 12: PT NW/4NE/4

SECTION 14: PT W/2SW/4

SECTION 24: PT E/2SW/4

SECTION 26: PT SE/4SW/4; PT NW/4SE/4

SECTION 27: S/2S/2SW/4NW/4, NW/4SW/4; PT W/2SE/4SW/4; SE/4SE/4; S/2NE/4SE/4

SECTION 29: PT S/2NE/4

SECTION 36: E/2SW/4

SECTION 39: PT N/2SE/4SW/4

TOWNSHIP 3 NORTH, RANGE 2 WEST

SECTION 05: PT SE/4; PT SE/4SW/4

SECTION 06: PT S/2

SECTION 14: E/2 LESS ROAD; PT W/2

SECTION 32: PT N/2NW/4

SECTION 38: E/2 LESS ROAD

SECTION 39: W/2NW/4

SECTION 49: SW/4NE/4; W/2SE/4NE/4; PT E/2SE/4NE/4

SECTION 52: PT S/2

TOWNSHIP 4 NORTH, RANGE 1 WEST

SECTION 04: SE/4SW/4

SECTION 06: SE/4SE/4

SECTION 15: NE/4NE/4

SECTION 16: NW/4NW/4

ASSIGNMENT AND BILL OF SALE

STATE OF MISSISSIPPI

COUNTY OF WILKINSON

This Assignment and Bill of Sale (this “Assignment”) is by and between SN TMS, LLC (“Assignor”), a wholly owned subsidiary of Sanchez Energy Corporation whose address is 1000 Main Street, Suite 3000, Houston, Texas 77002, and White River SPV 2 LLC (“Assignee”), whose address is 5899 Preston Road, Suite 505, Frisco, Texas 75034. Assignor and Assignee referred to collectively as the “Parties”.

WITNESSETH:

WHEREAS, Assignor has agreed to assign to Assignee all of its interest in and to the Assets (as defined herein);

WHEREAS, Assignee has agreed to assume the Asset Related Liabilities (as defined herein);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained and performed by the Parties hereto, Assignor and Assignee hereby agree as follows:

ARTICLE 1 CONVEYANCE OF ASSETS

Section 1.1 Conveyance of Assets. FOR AND IN CONSIDERATION of the sum of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) and other good and valuable consideration, the receipt and full sufficiency of which are hereby acknowledged by the Parties, Assignor does, subject to the reservations, covenants, terms and conditions of this Assignment, hereby GRANT, SELL, CONVEY, TRANSFER, ASSIGN, SET OVER and DELIVER to Assignee, and Assignee hereby accepts from Assignor, effective as of the Effective Date (as defined herein), one hundred percent (100%) of Assignor’s interest in the following (the “Assets”):

- (a) the oil, gas, and mineral leases described in Exhibit “A” attached hereto (“Leases”), and all of Assignor’s interest in the Leases and lands described in the Leases or pooled or unitized therewith, including, but not limited to, leasehold working interests, net revenue interests, royalty interests, non-participating royalty interests, overriding royalty interests, net profits interests, reversionary interests and any and all other interests owned by Assignor in and to the Leases and the lands described in the Leases and pooled or unitized therewith;
- (b) all wells (including all oil, gas, water, disposal or injection wells) located on any of the Leases or on any expired lease or lands with which any Lease has been unitized,

whether such wells are producing, shut-in, abandoned or in any other condition (Assignor's collective interest in such wells, including the wells described in Exhibit "B" attached hereto ("Wells"));

- (c) all surface agreements, rights-of-way, saltwater disposal agreements, joint operating agreements, letter agreements, unit designations, unit agreements and any other contracts and instruments that are used for, or attributable to, the ownership or operation of any of the Leases or Wells, including, but not limited to, the contracts listed in Exhibit "C" attached hereto ("Agreements");
- (d) all equipment, machinery, fixtures and other personal and mixed property, operational and nonoperational, known or unknown, located on any of the Leases and Wells, that are primarily used or held for use in connection with the ownership, operation or development of the Leases and Wells, including pipelines, gathering systems, well equipment, casing, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, processing and separation facilities, water lines and related facilities, structures, materials, drilling barge, boats and other items primarily used in the ownership, operation or development of the Leases and Wells;
- (e) all hydrocarbons attributable to the Leases and Wells to the extent such hydrocarbons (i) were produced from and after the Effective Date, or (ii) were in pipelines or in tanks above the pipeline sales connection, in each case, as of the Effective Date, and any unsold inventory of gas products as of the Effective Date, and any and all imbalances relating to the Assets regardless of the time of occurrence; and
- (f) all files, records, maps, information and data that (i) relate to the ownership, operation or development of the Assets described above, (ii) that are in such Assignor's or its Affiliates' possession, and (iii) that are not subject to confidentiality obligations, including: (A) land and title records (including abstracts of title, title opinions and title curative documents); (B) applicable contract files; (C) correspondence (to the extent not subject to attorney-client privilege or other similar privilege); (D) operations, environmental, health and safety, pipeline safety, production, accounting and asset tax records (other than to the extent relating to Assignor's business generally); and (E) production, facility and well records and data (including non-confidential logs).

TO HAVE AND TO HOLD the Assets, together with all rights, privileges and appurtenances thereto, unto Assignee and its successors and assigns forever, subject to the reservations, covenants, terms and conditions set forth in this Assignment.

Section 1.2 Excluded Assets. Assignor hereby reserves and retains the following (the "Excluded Assets"):

- (a) all of Assignor's corporate minute books and corporate financial records that relate to Assignor's business generally;

- (b) all hydrocarbons produced from the Assets with respect to all periods prior to the Effective Date, other than those hydrocarbons produced from or allocated to the Assets and in storage or existing in stock tanks, pipelines or plants (including inventory) as of the Effective Date;
- (c) all personal computers, network equipment and associated peripherals not including SCADA, measurement or communication equipment;
- (d) all drilling rigs, and all trucks, cars and vehicles;
- (e) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;
- (f) all documents and instruments and other data or information of Assignor that may be protected by an attorney-client privilege, including all work product of and attorney-client communications with Assignor's legal counsel or any other documents or instruments that may be protected by an attorney-client privilege, but excluding any title opinions covering, addressing or commenting on the Assets and/or other materials addressing the environmental or other condition of the Assets; and
- (g) all documents and instruments and other data or information that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with third parties or which are proprietary information of third parties such as seismic data.

ARTICLE 2 DISCLAIMERS

Section 2.1 Disclaimers of All Warranties and Representations.

- (i) Assignor and Assignee acknowledge and agree that the Assets are being conveyed without warranty of title of any kind whether expressed or implied, at common law, by statute, or otherwise. Without in any way limiting the generality of the foregoing, Assignee acknowledges and agrees that the Assets are being assigned subject to the following:
- (ii) all matters of public record in the county(ies) where a particular Asset is located which are still in effect and affect such Asset;
- (iii) the terms and conditions of all Agreements, Leases (including with respect to (x) any Leases that have expired, or will expire, pursuant to their express terms, and (y) any portions of any Leases that are lost as the result of any vertical or horizontal "Pugh clauses" or other similar provisions contained therein);
- (iv) liens for taxes or assessments not yet due or delinquent;

(v) conventional rights of reassignment upon final intention to abandon or release the Assets, or any of them;

(vi) easements, conditions, covenants, restrictions, servitudes, permits, rights-of-way, surface leases and other similar rights for the purpose of surface or other operations, facilities, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines and other like purposes, or for the joint or common use of the lands, rights-of-way, facilities and equipment;

(vii) vendors', carriers', warehousemen's, repairmen's, mechanics', workmen's, materialmen's, construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due;

(viii) liens created under Leases, permits, easements, rights-of-way or Agreements, or by operation of law;

(ix) any encumbrance affecting the Assets that has been cured or remedied by applicable statutes of limitation or statutes of prescription;

(x) calls on production under existing Agreements;

(xi) defects arising out of lack of survey;

(xii) defects arising out of lack of corporate or other entity authorization in the public records; and

(xiii) defects that affect only which person has the right to receive royalty payments (rather than the amount of the proper payment of such royalty payment).

(b) IN ADDITION, ASSIGNOR MAKES NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, OR REPRESENTATION OF ANY KIND AND ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY ASSIGNEE REPRESENTATIVE (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ASSIGNOR, ANY AFFILIATE OR SUBSIDIARY OF ASSIGNOR, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, ADVISORS, PROFESSIONALS OR REPRESENTATIVES). WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THIS SECTION 2.1, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED BY ASSIGNOR, ANY AFFILIATE OR SUBSIDIARY OF ASSIGNOR, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, ADVISORS, PROFESSIONALS OR REPRESENTATIVES, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING

TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY OR ON BEHALF OF ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ANY ASSIGNEE REPRESENTATIVE IN CONNECTION WITH THE TRANSACTION EFFECTED BY THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

(c) (c) ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE OR CONSIDERATION, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT, ASSIGNEE SHALL BE DEEMED TO BE ACQUIRING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE. WITHOUT LIMITING THE FOREGOING, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF THE VALUE, QUALITY, QUANTITY OR DELIVERABILITY OF ANY OIL, GAS, OR OTHER MINERAL OR RESERVE, ATTRIBUTABLE OR RELATED TO THE ASSETS.

(d) (d) ASSIGNEE WARRANTS AND REPRESENTS THAT IT: (I) IS EXPERIENCED AND KNOWLEDGEABLE WITH RESPECT TO THE OIL AND GAS EXPLORATION INDUSTRY GENERALLY AND WITH TRANSACTIONS AND ASSIGNMENTS OF THIS TYPE SPECIFICALLY; (II) POSSESSES MORE THAN SUFFICIENT KNOWLEDGE, EXPERIENCE AND EXPERTISE TO EVALUATE INDEPENDENTLY THE MERITS AND RISKS OF THE TRANSACTIONS HEREIN CONTEMPLATED; AND (III) IS NOT IN A MATERIALLY DISPARATE BARGAINING POSITION WHEN COMPARED TO ASSIGNOR.

(e) ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS MATERIALS OR OTHER MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS

ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY. ASSIGNEE SHALL BE DEEMED TO BE ACQUIRING THE ASSETS "AS IS – WHERE IS" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION, AND ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNEE SHALL RELY, AND HEREBY RELIES, UPON ASSIGNEE'S OWN INVESTIGATION AND DUE DILIGENCE OF THE PHYSICAL CONDITION OF THE ASSETS, INCLUDING ANY AND ALL ENVIRONMENTAL CONDITIONS, AND ASSIGNEE HEREBY ACCEPTS THE ASSETS INCLUSIVE OF ANY ADVERSE ENVIRONMENTAL CONDITION PRESENTLY EXISTING, WHETHER KNOWN OR UNKNOWN.

Section 2.2 Assignee accepts this Assignment subject to and on the basis of the foregoing disclaimers, disclaims any reliance on any statements or information made or provided regarding any such matters, and waives any rights it may otherwise have had to rely on any such statements or information. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2.1 ARE CONSPICUOUS DISCLAIMERS.

Section 2.3 Except to the extent constituting Retained Liabilities, Assignee hereby assumes and agrees, by accepting this Assignment, the responsibility for the Assets and all the risk, cost, and expense of all Liabilities and operations related to the Assets, including without limitation (i) any ongoing operations related to any Asset, (ii) any and all repair and maintenance related to the Assets, (iii) the proper plugging and abandoning the Wells, (iv) any surface restoration or environmental obligations related to any of the Assets, and (v) all other Liabilities relating to, arising out of or arising in connection with the use, occupation, operation, ownership, maintenance or abandonment of the Assets whether arising prior to, on or after the Effective Date (all Liabilities set forth in this Section 2.2, collectively, the "Asset Related Liabilities"). As used in this Assignment, "Liability" or "Liabilities" means any debt, liability, loss, damage, claim, demand, cost, expense (including reasonable attorneys' and consultants' fees and expenses), interest, award, judgment, penalty, fine, commitment or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due) of every kind and description (whether in contract, tort, strict liability or otherwise), including all costs and expenses related thereto (including all fees, disbursements and expenses of legal counsel, experts and advisors and costs of investigation), and including Liabilities arising under any law, regulation, lawsuit or other legal action, any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any governmental, regulatory or administrative authority and Liabilities arising under any of the Agreements and whether arising prior to, on or after the Effective Date. "Retained Liabilities" means the following obligations and Liabilities, known or unknown, arising from, based upon or associated with the Assets: (a) personal injury, illness or death relating to the use, ownership or operation of the Assets prior to the Effective Date to the extent such injury, illness or death occurs both prior to the Effective Date and during Assignor's ownership of the Assets; (b) Hazardous Materials related or attributable to the Assets that, during Assignor's ownership of the Assets, were

disposed of by Assignor or any of its affiliates at off-site commercial disposal facilities; and (c) any claim made by an employee of Assignor or any of its affiliates relating to such employment.

Section 2.4 Assignee agrees to defend, indemnify and hold harmless Assignor and Sanchez Oil & Gas Corporation (“SOG”) (which acted as contract operator), their respective agents, employees and assigns (each an “Indemnified Party” and collectively, the “Indemnified Parties”) from any and all Asset Related Liabilities and any and all obligations and Liabilities relating to, arising out of or arising in connection with Assignee’s and/or SOG’s operation or use of the Assets, even if such Liabilities arose from conditions, actions or inactions occurring prior to, on or after to the Effective Date of this Assignment and even if such Liabilities are caused in whole or in part by, or contributed to by, the negligence (whether sole, joint or concurrent), strict liability or other legal fault of an Indemnified Party, its affiliates, agents, employees or contractors, or any invitee or third party, and whether or not caused by a preexisting condition.

Section 2.5 Additionally, Assignee hereby agrees to indemnify and hold harmless Assignor and the Indemnified Parties from any and all claims arising from the production and sale of hydrocarbons from the Assets assigned hereunder, including the accounting or payment to third parties of monies attributable to their interests in such production, including any suspense funds, insofar as such claims relate to hydrocarbons produced from the Wells. Assignee shall be subject to, responsible for and comply with, at its sole cost and expense, all duties and obligations of Assignor and any of the Indemnified Parties, express or implied, with respect to the Assets under or by virtue of any Lease, contract, Agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority or at common law, specifically including, but not limited to, any governmental request or requirement or contractual obligation to plug, re-plug and/or abandon any Well of whatsoever type, status or classification, or take any clean-up, surface restoration, environmental abatement or remediation or other action with respect to the Assets.

ARTICLE 3 MISCELLANEOUS

Section 3.1 Government Filings. Assignee agrees and warrants that upon the execution of this Assignment either Assignee or its designated operator will satisfy all requirements to qualify under federal, state, and local laws, ordinance, regulations, and orders to operate the Wells, at Assignee’s sole cost and expense, including, but not limited to, the following:

- (a) file with the Mississippi State Oil and Gas Board (“MSOGB”) a MSOGB Form 2 (Change of Operator) for each Well;
- (b) file with the MSOGB a MSOGB Form 8 (Authorization to Transport) for each Well which is producing;
- (c) submit financial assurance to the MSOGB satisfactory to the MSOGB to secure the plugging and abandonment obligations for all Wells and obtain the release of all financial assurance provided to the MSOGB by Assignor and/or SOG; and
- (d) submit to the Mississippi Department of Environmental Quality a permit transfer form to transfer and assume from Assignor and SOG all environmental and natural

resource permits, authorizations, notifications, etc., presently held by or identified with Assignor and/or SOG.

Section 3.2 Sale Order. This Assignment is expressly made subject to the terms of that certain Sale Order dated June 18, 2020, issued by the United States Bankruptcy Court for the Southern District of Texas in Case No. 19-34508 (the "Sale Order").

Section 3.3 Taxes. Assignee shall assume and pay all taxes, including ad-valorem taxes, production taxes, or any other taxes of any kind or character imposed on the Assets as of the Effective Date of this Assignment.

Section 3.4 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. All references herein to either Assignors or Assignee shall include their respective successors and assigns. Exhibits. All of the Exhibits referred to in this Assignment constitute a part of this Assignment. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute one instrument. No Party shall be bound until such time as all of the Parties have executed counterparts of this Assignment. To facilitate recordation or filing of this Assignment, each counterpart must be filed with a parish or state agency or office that contain those portions of the Exhibits to this Assignment that describe property in that parish or under the jurisdiction of that agency or office. Complete copies of this Assignment containing the entire Exhibits have been retained by Assignor and Assignee. **IN WITNESS WHEREOF**, this Assignment has been executed by each of the Parties as of the dates of the acknowledgments below but shall be effective for all purposes as of June 1, 2020 (the "Effective Date").

[Signature Page Follows]

ASSIGNOR:

SN TMS, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2020, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY

My commission expires

ASSIGNEE:

WHITE RIVER SPV 2 LLC,
a Texas limited liability company

By: _____
Name: Jason Puchir
Title: Chief Financial Officer

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2020, within my jurisdiction, the within named JASON PUCHIR, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacities, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY

My commission expires

EXHIBIT A

Attached to that certain Assignment and Bill of Sale dated effective June 1, 2020, by and between SN TMS, LLC, as Assignor, and White River SPV 2 LLC, as Assignee.

Leases

<u>Lease No.</u>	<u>Lessor</u>	<u>Lessee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>S</u>
MS550018-T00	WEBSTER, LEAH KATHRYN	F-OIL PROPERTIES, INC.	07/16/2013	192	513	1
MS550056-T01	WADE, MILDRED M.	F-OIL PROPERTIES INC	02/06/2013	191	667	1
MS550056-T02	WEBSTER, GAIL M.	F-OIL PROPERTIES, INC.	07/16/2013	192	476	1
MS550056-T03	BROWN, JEAN M.	F-OIL PROPERTIES, INC.	07/16/2013	192	505	1
MS550056-T04	GILLON, ELIZABETH M.	F-OIL PROPERTIES, INC.	07/16/2013	192	484	1
MS550056-T05	SUSIE MORRIS MARTENS ESTATE	F-OIL PROPERTIES, INC.	07/16/2013	192	498	1
MS550056-T06	BELL, JOHN C.	F-OIL PROPERTIES INC	11/30/2012	185	335	1
MS550056-T07	BELL, DOUGLAS V.	F-OIL PROPERTIES INC	02/06/2013	191	673	1
MS550056-T08	BELL, MARY LEE	F-OIL PROPERTIES, INC.	07/16/2013	192	491	1
MS550063-001	JAMES HUFF ROSENBLATT TRUST	TRIDIMENSION ENERGY LP	08/15/2008	158	153	1
MS550063-008	DURRETT, BERT	F-OIL PROPERTIES INC	07/23/2012	181	431	1
MS550063-009	STEPHENS RESOURCES LLC	F-OIL PROPERTIES INC	07/19/2012	181	441	1
MS550063-010	MOORMAN, SCHICKRAM & STEPHENS	F-OIL PROPERTIES INC	07/19/2012	181	437	1
MS550063-011	BROME, JOE A.	F-OIL PROPERTIES INC	07/10/2012	181	428	1
MS550063-012	MERRILL, ANN DURRETT	F-OIL PROPERTIES INC	07/10/2012	181	434	1
MS550063-013	WITTER, PHILLIPS CONNELL	F-OIL PROPERTIES INC	07/30/2012	185	451	1
MS550063-014	BROME, JOE A.	F-OIL PROPERTIES, INC.	06/25/2014	211	341	1

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MS550063-015	MOORMAN, SCHICKRAM & STEPHENS, LTD.	F-OIL PROPERTIES, INC.	06/25/2014	211	351	1
MS550063-016	MURRAH FAMILY PARTNERSHIP	F-OIL PROPERTIES, INC.	06/25/2014	211	362	1
MS550063-017	STEPHENS RESOURCES, LLC.	F-OIL PROPERTIES, INC.	06/25/2014	211	367	1
MS550063-018	MURRAH FAMILY PARTNERSHIP	F-OIL PROPERTIES, INC.	06/25/2014	211	357	1
MS550063-019	WITTER, PHILLIPS CONNELL	F-OIL PROPERTIES, INC.	06/30/2014	212	275	1
MS550063-020	MERRILL, ANN	F-OIL PROPERTIES, INC.	06/25/2014	211	346	1
MS550063-023	DAWSON, LARRY CALVIN	SN TMS, LLC	12/02/2014	223	480	1
MS550063-024	CARTER, MARY LEE	SN TMS, LLC	12/02/2014	223	527	1
MS550063-025	DAWSON, JENNETTER	SN TMS, LLC	12/02/2014	223	511	1
MS550063-026	DAWSON, JERRY CARL	SN TMS, LLC	12/02/2014	223	519	1
MS550063-027	HARRELL, NATHAN JOHN	SN TMS, LLC	12/02/2014	223	488	1
MS550063-028	DAY, MORRIS EDWARD	SN TMS, LLC	12/10/2014	223	501	1
MS550063-029	DAY, DAVID DEAN	SN TMS, LLC	12/15/2014	223	541	1
MS550063-030	BASS, ROSEMARY DAY	SN TMS, LLC	12/16/2014	223	506	1
MS550063-031	PITTMAN, MITTIE B.	SN TMS, LLC	12/10/2014	223	535	1
MS550063-032	PENDER, CATHY ANN	SN TMS, LLC	12/26/2014	223	460	1
MS550063-033	CLIFFORD, PETER LANE, JR.	SN TMS, LLC	12/15/2014	223	475	1
MS550063-034	CLIFFORD, JULES CULBERTSON	SN TMS, LLC	12/15/2014	223	455	1
MS550063-035	CLIFFORD, CRISTY LANE	SN TMS, LLC	12/15/2014	223	465	1
MS550063-036	CLIFFORD, PETER LANE	SN TMS, LLC	12/15/2014	223	470	1
MS550063-039	HEINEN, HUBERT PLUMMER	SN TMS, LLC	02/05/2015	225	159	1
MS550063-040	QUIN-FOURNET OIL PROPERTIES	SN TMS, LLC	02/05/2015	225	76	1

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MS550063-041	HARDING REV TR DTD 03/31/2006	SN TMS, LLC	02/06/2015	225	164	1
MS550063-042	LAFLEUR, SUSAN	SN TMS, LLC	12/18/2014	225	68	1
MS550063-043	PRICE, GLENDA E.	SN TMS, LLC	12/02/2014	225	97	1
MS550063-044	PRICE, CELESTE	SN TMS, LLC	12/02/2014	225	120	1
MS550063-045	BROWN, CAROLYN PRICE	SN TMS, LLC	12/02/2014	225	135	1
MS550063-046	BREEDING, LESLIE EDWARD, III	SN TMS, LLC	12/17/2014	225	143	1
MS550063-047	YEAGER, VAUGHN DANIEL	SN TMS, LLC	12/31/2014	225	105	1
MS550063-048	THE OGDEN SHARON HUDNALL TRUST #2	SN TMS, LLC	12/19/2014	225	128	1
MS550063-049	MERRILL, ANN	SN TMS, LLC	12/16/2014	225	115	1
MS550063-050	DURRETT, BERT E.	SN TMS, LLC	12/16/2014	225	1	1
MS550063-051	ROBRO ROYALTY PARTNERS, LTD	F-OIL PROPERTIES, INC.	07/07/2014	220	291	1
MS550063-052	WOODS, SHIRLEY DAY	SN TMS, LLC	01/13/2015	225	18	1
MS550063-053	NETTLES, JOSEPHINE DAY	SN TMS, LLC	01/13/2015	224	595	1
MS550063-054	GARDNER, ROSE DAY	SN TMS, LLC	01/13/2015	224	590	1
MS550063-055	EDMONSON, MARY DAY	SN TMS, LLC	01/13/2015	225	23	1
MS550063-056	WISE OIL CORPORATION	SN TMS, LLC	12/18/2014	224	638	1
MS550063-057	MABLE RUTH HARRIS TRUST	SN TMS, LLC	12/30/2014	224	610	1
MS550063-058	PRICE, CURTIS L. JR.	SN TMS, LLC	12/02/2014	224	646	1
MS550063-059	THOMAS, LAURA PRICE	SN TMS, LLC	12/02/2014	224	654	1
MS550063-060	PRICE, WOODROW JR.	SN TMS, LLC	12/02/2014	225	89	1
MS550063-061	DAWSON, ALICIA DENISE	SN TMS, LLC	12/02/2014	224	662	1
MS550063-063	MAGLIC, GWEN S.	SN TMS, LLC	12/18/2014	224	633	1

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MS550063-064	SHARP, JOHN S.	SN TMS, LLC	12/18/2014	225	13	1
MS550063-065	FLOYD, ODELL LEROY, ET UX	SN TMS, LLC	12/09/2014	225	42	1
MS550063-066	THE WILLIAM K. MCGARVEY REV TR	SN TMS, LLC	12/31/2014	224	600	1
MS550063-067	MCCLELLAND, ANN MCGARVEY	SN TMS, LLC	12/31/2014	224	618	1
MS550063-068	LOMETA HUDNALL COX TRUST #2	SN TMS, LLC	12/18/2014	225	82	1
MS550063-069	REYNOLDS, SMITH P., III	SN TMS, LLC	01/13/2015	225	34	1
MS550063-070	BURROUGHS, JEAN R.	SN TMS, LLC	01/13/2015	224	582	1
MS550063-071	STEPHENS RESOURCES, LLC	SN TMS, LLC	12/05/2014	224	575	1
MS550063-072	MOORMAN SCHICKRAM AND STEPHENS, LTD	SN TMS, LLC	12/05/2014	225	6	1
MS550063-073	HOYT, PRICILLA	SN TMS, LLC	12/17/2014	225	28	1
MS550063-074	BONNIE C. WHITAKER TRUST, ET AL	SN TMS, LLC	11/06/2014	224	572	1
MS550063-075	MARY JOHN SPENCETRUST I, ET AL	SN TMS, LLC	11/06/2014	225	73	1
MS550063-076	GERMANY PROPERTIES LTD	SN TMS, LLC	12/30/2014	225	179	1
MS550063-077	THE EUGENE J. MCGARVEY, JR. REV TR	SN TMS, LLC	12/31/2014	225	539	1
MS550063-078	B BAR B LAND & CATTLE, LLC	SN TMS, LLC	12/10/2014	225	430	1
MS550063-079	EXOTIC OIL & GAS, LLC	SN TMS, LLC	12/10/2014	225	450	1
MS550063-080	KJJ OIL & GAS, LLC	SN TMS, LLC	12/10/2014	225	475	1
MS550063-081	LOTTERHOS, DAVIS H.	SN TMS, LLC	02/10/2015	225	484	1
MS550063-082	LUETGE, NANCY HEINEN	SN TMS, LLC	02/05/2015	225	489	1
MS550063-083	MILLER, DAYTON L.	SN TMS, LLC	02/13/2015	225	494	1
MS550063-084	MULLIKIN, PETER M.	SN TMS, LLC	02/06/2015	225	499	1
MS550063-086	SLOCUM, MELONEE LOTTERHOS	SN TMS, LLC	02/10/2015	225	514	1

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MS550063-087	SMITH, MARGARET LOTTERHOS	SN TMS, LLC	02/13/2015	225	519	1
MS550063-088	TRAVIS, JOHN A., III	SN TMS, LLC	02/20/2015	225	524	1
MS550063-089	WILLOUGHBY, AGNES F.	SN TMS, LLC	02/12/2015	225	529	1
MS550063-091	GOLOWKA, NANCY F.	SN TMS, LLC	02/09/2015	225	465	1
MS550063-095	DAWSON, LASHANDA LYNN	SN TMS, LLC	12/02/2014	225	442	1
MS550063-096	FARBER, NANCY GRAVES	SN TMS, LLC	02/12/2015	225	457	1
MS550063-097	BOWLUS, SARA ANN LAWSON	SN TMS, LLC	02/13/2015	226	107	1
MS550063-098	EDWARDS, ELIZABETH AYERS MCCARTY	SN TMS, LLC	02/20/2015	226	177	1
MS550063-099	FROH, VIVIAN ROSE M.	SN TMS, LLC	02/18/2015	226	113	1
MS550063-100	GARRETT, RUBY E.	SN TMS, LLC	02/05/2015	226	182	1
MS550063-101	HAYMAKER HOLDING COMPANY, LLC	SN TMS, LLC	03/09/2015	226	148	1
MS550063-102	HELEN MCGEE LUDLAM TRUST	SN TMS, LLC	02/23/2015	226	139	1
MS550063-103	LOTTERHOS, FRED J., III	SN TMS, LLC	02/10/2015	226	118	1
MS550063-104	CARL AND BETSY URBAN LIVING TR	SN TMS, LLC	02/05/2015	226	160	1
MS550063-105	TRAVIS, WILLIAM B.	SN TMS, LLC	02/20/2015	226	62	1
MS550063-106	UPSTREAM ENERGY, LLC	SN TMS, LLC	02/23/2015	226	74	1
MS550063-107	PBR PROPERTIES JOINT VENTURE	SN TMS, LLC	01/21/2015	226	67	1
MS550063-108	HAYNES, STEPHANIE	SN TMS, LLC	02/11/2015	226	98	1
MS550063-109	CCW INTERESTS, INC	SN TMS, LLC	02/10/2015	226	172	1
MS550063-110	MORRISON, ROSEMARY GRAVES	SN TMS, LLC	02/12/2015	226	187	1
MS550063-111	REAM INTERESTS, INC.	SN TMS, LLC	02/12/2015	226	155	1
MS550063-112	SLOAN, LACY MARIE	SN TMS, LLC	02/10/2015	226	123	1

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MS550063-113	BREEDING, SAMANTHA K.	SN TMS, LLC	02/10/2015	226	83	1
MS550063-114	ESTATE OF DOROTHEA B. PRENTISS	SN TMS, LLC	01/23/2015	226	194	1
MS550063-115	LOUIS ALDEN GRELLING REV TRUST	SN TMS, LLC	03/17/2015	226	131	1
MS550063-116	WILMOTH INTERESTS, INC	SN TMS, LLC	02/11/2015	226	165	1
MS550063-117	ROBRO ROYALTY PARTNERS, LTD.	SN TMS, LLC	12/01/2014	226	91	1
MS550063-118	BRAME, JOE A.	SN TMS, LLC	12/05/2014	225	274	1
MS550063-119	HARRELL, TABITHA HOYT	SN TMS, LLC	02/10/2015	227	18	1
MS550063-120	JOHNSON, SONIA HAYNES	SN TMS, LLC	02/11/2015	227	1	1
MS550063-121	TALTON, PHYLLIS	SN TMS, LLC	01/23/2015	226	611	1
MS550063-123	STEWART, BERNICE FORMAN	SN TMS, LLC	03/18/2015	226	594	1
MS550063-125	PITTMAN, DUSTIN	SN TMS, LLC	03/21/2015	226	652	1
MS550063-126	MILLS, CATHERINE LOTTERHOS	SN TMS, LLC	02/13/2015	226	599	1
MS550063-127	LYLE, ARY JANE LOTTERHOS	SN TMS, LLC	02/13/2015	226	624	1
MS550063-128	JOHNSON, CAROL E. MAHAFFEY	SN TMS, LLC	03/25/2015	226	619	1
MS550063-129	GREEN MINERALS, LLC	SN TMS, LLC	02/11/2015	226	589	1
MS550063-130	FARMER, BETTE VIRGINIA BERRY	SN TMS, LLC	02/11/2015	226	634	1
MS550063-131	GOUGH-SMITH CREDIT SHELTER TRUST	SN TMS, LLC	03/09/2015	226	641	1
MS550063-132	SUGARBERRY OIL & GAS CORP, ET AL	SN TMS, LLC	12/10/2014	226	657	1
MS550063-133	LOMETA HUDNALL COX TRUST #2	SN TMS, LLC	03/13/2015	226	604	1
MS550063-134	BUTLER, LEIGH BARNETT	SN TMS, LLC	02/27/2015	227	497	1
MS550063-135	VICKERY, JAMES M.	SN TMS, LLC	01/16/2015	227	510	1
MS550063-136	WILSON, ALESHA HOYT	SN TMS, LLC	02/10/2015	227	502	1

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MS550063-137	PIRTLE, ROBERT S.	SN TMS, LLC	01/15/2015	227	486	1
MS550063-138	VALK, DONNA LEE	SN TMS, LLC	03/24/2015	227	646	1
MS550063-139	RUETER, BEATRICE MARTINEZ	SN TMS, LLC	03/24/2015	227	636	1
MS550063-140	MARTINEZ, TERRENCE	SN TMS, LLC	03/24/2015	228	12	1
MS550063-141	MARTINEZ, RALPH M.	SN TMS, LLC	03/24/2015	227	597	1
MS550063-142	LAWSON, JAMES S. , JR.	SN TMS, LLC	02/13/2015	227	587	1
MS550063-143	INGALLS, MARION W.	SN TMS, LLC	02/12/2015	228	1	1
MS550063-144	HIGGINS, LAURA W.	SN TMS, LLC	02/12/2015	227	641	1
MS550063-145	HELLER, MARIA LOUISE	SN TMS, LLC	03/24/2015	227	619	1
MS550063-146	GASKELL, MIRIAM D.	SN TMS, LLC	03/23/2015	227	609	1
MS550063-147	DIXON, BETTE ANN	SN TMS, LLC	03/24/2015	227	582	1
MS550063-148	BARNETT, JOHN BRIAN	SN TMS, LLC	02/27/2015	227	614	1
MS550063-149	GARDNER, LYNNE M.	SN TMS, LLC	03/16/2015	227	592	1
MS550063-150	DAY, RICHARD D.	SN TMS, LLC	01/13/2015	227	631	1
MS550063-151	BP AMERICA PRODUCTION COMPANY	SN TMS, LLC	03/31/2015	227	602	1
MS550063-152	VENDETTA ROYALTY PARTNERS LTD.	SN TMS, LLC	12/01/2014	228	114	1
MS550063-153	MURRAH FAMILY PARTNERSHIP	SN TMS, LLC	03/18/2015	227	624	1
MS550063-154	WITTER, PHILLIPS CONNELL	SN TMS, LLC	03/13/2015	228	6	1
MS550063-155	MARJORIE DAVIS SIMMONS TRUST	SN TMS, LLC	04/01/2015	228	227	1
MS550063-156	BUFKIN, ELIZABETH W.	SN TMS, LLC	01/26/2015	225	169	1
MS550063-157	COX, DARLA S.	SKLARCO L.L.C.	03/06/2013	188	719	1
MS550063-158	BLAND, ROANE F.	SKLARCO L.L.C.	01/09/2013	187	509	1

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MS550063-160	ESKAY, LALIE F.	SKLARCO L.L.C.	01/09/2013	187	504	1
MS550063-161	DAVENPORT PLANTATION, LLC	SKLARCO L.L.C.	01/10/2013	187	499	1
MS550063-162	BRAY, ROBERT M.	SKLARCO L.L.C.	01/10/2013	188	338	1
MS550063-163	FLINT, LAURA BUFORD	SKLARCO L.L.C.	01/25/2013	188	323	1
MS550063-164	BUFORD, J. DUDLEY, JR.	SKLARCO L.L.C.	01/28/2013	188	328	1
MS550063-165	SHELL, DR. DAN, IV	SKLARCO L.L.C.	01/29/2013	188	333	1
MS550063-166	KIPP, NAN BUFORD	SKLARCO L.L.C.	01/24/2013	188	318	1
MS550063-167	VILLA, JENNIFER S.	SKLARCO L.L.C.	01/31/2013	188	287	1
MS550063-168	BRISTER, BEVERLY W.	SKLARCO L.L.C.	01/31/2013	188	282	1
MS550063-169	NELSON, ELIECE S.	SKLARCO L.L.C.	02/19/2013	188	500	1
MS550063-170	CRAWFORD, DAVID S.	SKLARCO L.L.C.	06/14/2013	191	32	1
MS550063-171	WILKERSON, DAVID N.	SKLARCO L.L.C.	06/14/2013	191	44	1
MS550063-172	ROSS, SALLY ANN	SKLARCO L.L.C.	01/22/2013	188	77	1
MS550063-173	GEX, WALTER J., III	SKLARCO L.L.C.	01/02/2013	187	487	1
MS550063-174	LOBRANO, EDWARD P., JR.	SKLARCO L.L.C.	03/01/2013	188	708	1
MS550063-175	TOMPKINS, BARBARA PERRY	SKLARCO L.L.C.	02/28/2013	188	696	1
MS550063-176	DALIA, ANN WARD	SKLARCO L.L.C.	04/05/2013	190	75	1
MS550063-177	WARD, MARION STANTON	SKLARCO L.L.C.	04/05/2013	190	73	1
MS550063-178	WARD, EDWIN COULTER	SKLARCO L.L.C.	04/12/2013	190	71	1
MS550063-179	WARD, GEORGE M.	SKLARCO L.L.C.	04/16/2013	190	69	1
MS550063-180	WARD, JOHN MILLS	SKLARCO L.L.C.	04/09/2013	190	77	1

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MS550063-182	WILLIAMS, MILTON C.	SKLARCO L.L.C.	09/09/2013	193	335	1
MS550063-183	O'ROURKE, DAWN MARIE	SKLARCO L.L.C.	09/07/2013	193	330	1
MS550063-184	WILLIAMS, FRANK C.	SKLARCO L.L.C.	09/20/2013	193	310	1
MS550063-185	LEASURE, DALLAS MICHAEL	SKLARCO L.L.C.	09/06/2013	193	325	1
MS550063-186	PEYTON, GAIL CHRISTINE	SKLARCO L.L.C.	09/04/2013	193	320	1
MS550063-187	DENNISON, SHELLEY ANNE CREAMER	SKLARCO L.L.C.	09/11/2013	193	340	1
MS550063-188	GREEN, KATE DON	SKLARCO L.L.C.	04/12/2013	189	410	1
MS550063-189	DAVENPORT PLANTATION, LLC	SKLARCO L.L.C.	08/28/2012	181	664	1
MS550063-190	BRISTER, BEVERLY W.	SKLARCO L.L.C.	08/13/2012	180	585	1
MS550063-191	VILLA, JENNIFER S.	SKLARCO L.L.C.	08/17/2012	180	612	1
MS550063-192	COX, DARLA S.	SKLARCO L.L.C.	08/17/2012	180	607	1
MS550063-193	NELSON, ELIECE S.	SKLARCO L.L.C.	08/15/2012	180	602	1
MS550063-194	TUCKER, DEBBIE	SKLARCO L.L.C.	09/25/2012	182	219	1
MS550063-195	ESKAY, LALIE F.	SKLARCO L.L.C.	09/13/2012	181	700	1
MS550063-196	CALLICUTT, ALICE OLIVER	SKLARCO L.L.C.	10/03/2012	184	33	1
MS550063-197	BLAND, ROANE F.	SKLARCO L.L.C.	09/13/2012	181	704	1
MS550063-198	BRAY, DAVID P.	SKLARCO L.L.C.	10/11/2012	184	156	1
MS550063-199	BRAY, ROBERT M.	SKLARCO L.L.C.	10/30/2012	188	65	1
MS550063-200	DAVIS, A. VIDAL	SKLARCO L.L.C.	11/14/2012	186	119	1
MS550063-201	BUFKIN, ELIZABETH W.	SKLARCO L.L.C.	11/16/2012	185	523	1
MS550063-202	CRAWFORD, DAVID S.	SKLARCO L.L.C.	11/15/2012	187	286	1

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MS550063-204	WILKERSON, DAVID N.	SKLARCO L.L.C.	11/13/2012	187	290	1
MS550063-205	ROSS, SALLY ANN	SKLARCO L.L.C.	05/12/2013	189	715	1
MS550063-206	SHELL, DR. DAN, IV	SKLARCO L.L.C.	06/12/2013	190	628	1
MS550063-207	KIPP, NAN BUFORD	SKLARCO L.L.C.	08/27/2012	181	674	1
MS550063-208	GRICE, JOEL S.	PULSAR HOLDINGS II, LLC	12/02/2011	169	576A	1
MS550063-209	REEVES, MARY S.	PULSAR HOLDINGS II, LLC	12/02/2011	169	591	1
MS550063-210	PARKER, JULIA L.	PULSAR HOLDINGS II, LLC	12/02/2011	169	581	1
MS550063-211	WINDHAM, NANCY L.	PULSAR HOLDINGS II, LLC	12/02/2011	169	586	1
MS550063-212	BURROUGHS, JEAN R.	SKLARCO L.L.C.	07/03/2013	191	102	1
MS550063-213	REYNOLDS, SMITH P., III	SKLARCO L.L.C.	07/01/2013	191	21	1
MS550063-214	REAM INTERESTS, INC.	SKLARCO L.L.C.	07/29/2013	191	596	1
MS550063-215	C. C. W. INTERESTS, INC.	SKLARCO L.L.C.	08/01/2013	192	57	1
MS550063-216	WRIGHT, VIRGINIA L.	SKARCO L.L.C.	10/30/2013	195	662	1
MS550063-217	THE TRUST OF EILEEN J. BROWN ET AL	SKARCO L.L.C.	06/10/2013	190	659	1
MS550063-218	FOSTER, SUSAN KAY	SKARCO L.L.C.	10/30/2013	195	640	1
MS550063-219	THE OGDEN SHARON HUDNALL TRUST #2	SKLARCO L.L.C.	01/10/2013	187	492	1
MS550063-220	DAVIS, ROBERT E.	SKLARCO L.L.C.	04/01/2013	189	219	1
MS550063-221	DAVIS, GLENDA B.	SKLARCO L.L.C.	04/02/2013	189	229	1
MS550063-222	VICKERY, JAMES M.	SKLARCO L.L.C.	01/25/2013	188	490	1
MS550063-223	GAMMILL, DAVE	SKLARCO L.L.C.	02/05/2013	188	523	1
MS550063-224	VICKERY, JOHN S.	SKLARCO L.L.C.	01/15/2013	188	88	1

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MS550063-225	C. C. W. INTERESTS, INC.	SKLARCO L.L.C.	01/22/2013	188	308	1
MS550063-226	REAM INTERESTS, INC	SKLARCO L.L.C.	11/20/2012	186	193	1
MS550063-227	FARMER, BETTE V.	SKLARCO L.L.C.	03/26/2013	189	161	1
MS550063-228	FARBER, NANCY GRAVES	SKLARCO L.L.C.	02/22/2013	188	598	1
MS550063-229	MORRISON, ROSEMARY GRAVES	SKLARCO L.L.C.	02/26/2013	188	592	1
MS550063-230	CLIFFORD, PETER LANE	SKLARCO L.L.C.	01/29/2013	188	371	1
MS550063-231	ESTATE OF DOROTHEA B. PRENTISS	SKLARCO L.L.C.	01/16/2013	188	355	1
MS550063-232	REYNOLDS, SMITH P., III	SKLARCO L.L.C.	01/02/2013	187	397	1
MS550063-233	BURROUGHS, JEAN R.	SKLARCO L.L.C.	01/02/2013	187	373	1
MS550063-234	DORCHESTER ROYALTY, CORPORATION	SKLARCO L.L.C.	03/19/2013	189	173	1
MS550063-235	BALLANTYNE, ANNE M.	SKLARCO L.L.C.	03/20/2013	189	155	1
MS550063-236	HOLLOWAY, PAIGE T.	SKLARCO L.L.C.	02/26/2013	188	713	1
MS550063-237	COLLINS, BARBARA	SKLARCO L.L.C.	02/28/2013	188	684	1
MS550063-238	THE PATRICK L. GILLILAND 1974 TRUST	SKLARCO L.L.C.	02/25/2013	188	586	1
MS550063-239	NISBET, SHANNON	SKLARCO L.L.C.	02/07/2013	188	384	1
MS550063-240	MORTIMER, GLENN G.	SKLARCO L.L.C.	03/20/2013	189	167	1
MS550063-241	BURROUGHS, JEAN R.	SKLARCO L.L.C.	01/02/2013	187	379	1
MS550063-242	REYNOLDS, SMITH P, III	SKLARCO L.L.C.	01/02/2013	187	403	1
MS550063-243	MERRILL, ANN D.	SKLARCO L.L.C.	12/11/2012	186	173	1
MS550063-244	DURRETT, BERT E.	SKLARCO L.L.C.	03/18/2013	189	289	1
MS550063-245	STEPHENS RESOURCES, LLC	SKLARCO L.L.C.	01/18/2013	187	292	1
MS550063-246	MOORMAN SCHICKRAM & STEPHENS, LTD	SKLARCO L.L.C.	01/18/2013	188	303	1

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MS550063-248	BRAME, JOE A.	SKLARCO L.L.C.	12/06/2012	186	189	1
MS550063-249	JOANNE C. SESSIONS ESTATE	SKLARCO L.L.C.	06/11/2013	191	113	1
MS550063-250	CATCHINGS, WILLIAM HENRY, JR.	SKLARCO L.L.C.	11/14/2012	187	263	1
MS550063-251	SESSIONS, CHARLES E.	SKLARCO L.L.C.	11/07/2012	184	567	1
MS550063-252	SESSIONS, T. O., JR.	SKLARCO L.L.C.	11/07/2012	187	277	1
MS550063-253	KEE, CAROLYN S.	SKLARCO L.L.C.	07/23/2012	180	444	1
MS550063-254	EUGENE J. MCGARVEY, JR., REV TRUST	SKLARCO L.L.C.	11/27/2012	185	515	1
MS550063-255	MCCLELLAND, ANN M.	SKLARCO L.L.C.	11/07/2012	185	527	1
MS550063-256	YEAGER, VAUGHN DANIEL	SKLARCO L.L.C.	12/12/2012	186	185	1
MS550063-257	BREEDING, SAMANTHA K.	SKLARCO L.L.C.	03/19/2013	189	185	1
MS550063-258	BREEDING, LESLIE EDWARD	SKLARCO L.L.C.	03/19/2013	189	179	1
MS550063-259	SLOAN, LACEY MARIE	SKLARCO L.L.C.	04/16/2013	189	662	1
MS550063-260	WILLIAM K. MCGARVEY REV TRUST	SKLARCO L.L.C.	11/21/2012	185	519	1
MS550063-261	SESSIONS, T. O., JR.	SKLARCO L.L.C.	05/13/2013	190	275	1
MS550063-262	PERSELL, RALPH M., JR.	SKLARCO L.L.C.	07/15/2013	195	315	1
MS550063-263	COINTMENT, ALTHEA S.	SN TMS, LLC	01/27/2015	227	10	1
MS550063-264	DUNN, GWENDOLYN STUART	SKLARCO L.L.C.	02/27/2013	188	574	1
MS550063-265	HOLT, EDWIN L., JR	SKLARCO L.L.C.	03/19/2013	189	201	1
MS550063-266	GOBER, GINGER HOLT	SKLARCO L.L.C.	04/02/2013	189	223	1
MS550063-267	HOLT, LISA C.	SKLARCO L.L.C.	04/16/2013	189	392	1
MS550063-268	CHAFFIN, ROUCHELLE STUART	SKLARCO L.L.C.	05/15/2013	189	698	1

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MS550063-270	FLOYD, SUE STUTZMAN	SKLARCO L.L.C.	11/14/2012	185	539	1
MS550063-271	TURNER, VIVIAN	SKLARCO L.L.C.	12/19/2012	187	300	1
MS550063-272	PERSELL, RALPH M., JR.	SKLARCO L.L.C.	03/29/2013	189	539	1
MS550064	CROSBY-MISSISSIPPI RESOURCES,	GRIFFIN & GRIFFIN EXPLORATION LLC	04/27/2009	154	280	1
MS550078-001	REEVES, BARBARA ANN	F-OIL PROPERTIES, INC.	06/20/2013	191	697	1
MS550078-002	BRALEY, REBECCA	F-OIL PROPERTIES, INC.	06/20/2013	191	685	1
MS550078-003	LEE, SARA LOU	F-OIL PROPERTIES, INC.	06/20/2013	191	691	1
MS550103	WESBERRY, JANE ANN LEAKE	SR ACQUISITION I, LLC	02/25/2014	203	116	1
MS550130-001	CALLOWAY, T. JOE, ET UX	F-OIL PROPERTIES, INC.	07/15/2014	212	247	1
MS550141-001	REYNOLDS, JUDY M.	SN TMS, LLC	08/28/2014	220	166	1
MS550141-002	GRACE, PEGGY M.	SN TMS, LLC	09/19/2014	220	177	1
MS550141-003	MARBURY, KITTY CURRY	SN TMS, LLC	09/22/2014	220	195	1
MS550141-004	BELLO, LINDA SUE	SN TMS, LLC	09/23/2014	220	183	1
MS550141-005	WATTS, SYLVIA ANN	SN TMS, LLC	09/22/2014	220	189	1
MS550141-006	MASON, RICHARD	SN TMS, LLC	09/19/2014	224	547	1
MS550142-001	LAMBDIN FAMILY PARTNERSHIP LP.	SN TMS, LLC	09/03/2014	220	172	1
MS550142-002	HABIG, PAUL DOUGLAS, JR	SN TMS, LLC	09/18/2014	224	511	1
MS550142-003	GOUDEAU, PATRICIA PALMER	SN TMS, LLC	09/18/2014	224	519	1
MS550142-004	DELL, LISA ELLEN ROTHSCILD	SN TMS, LLC	11/24/2014	225	559	1
MS550142-005	ROYSTON, PATRICIA	SN TMS, LLC	11/19/2014	225	564	1
MS550142-006	MARCUS ROTHSCILD SUPPL NEEDS TR	SN TMS, LLC	02/23/2015	225	574	1

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MS550142-008	PALMER, WILLIAM G.	SN TMS, LLC	09/18/2014	225	608	1
MS550142-009	WILSON, SHARON K PALMER	SN TMS, LLC	09/18/2014	225	600	1
MS550142-010	PALMER, MICHAEL TIMOTHY	SN TMS, LLC	09/18/2014	227	564	1
MS550142-011	BUSHMIHLE, HOWARD EUGENE, JR.	SN TMS, LLC	02/11/2015	227	555	1
MS550142-012	JARREAU, JENNIFER LYNN	SN TMS, LLC	02/17/2015	227	572	1
MS550142-013	AXIOM MINERALS, LLC	SN TMS, LLC	04/09/2015	227	536	1
MS550142-014	BULL RUN ACQUISITIONS, LLC	SN TMS, LLC	01/12/2015	227	547	1
MS550142-015	PALMER, CINDY ANN	SN TMS, LLC	09/18/2014	228	58	1
MS550142-016	GREEN, MASON JR.	LOTT LAND SERVICES, LLC.	05/17/2014	206	348	1
MS550145-001	WHITE, JACQUELYN CLARK	SN TMS, LLC	12/12/2014	223	496	1
MS550145-002	STUTZMAN, SUSIE GRACE	SN TMS, LLC	12/19/2014	225	60	1
MS550145-003	THE HOWARD LEGACY TRUST	SN TMS, LLC	12/22/2014	225	52	1
MS550145-004	DOOLEY, GENEVIEVE M.	SN TMS, LLC	12/08/2014	224	563	1
MS550145-005	KING, MARTY LECLERC	SKLARCO L.L.C.	10/15/2013	194	365	1
MS550145-006	KING, MARION LESTER	SKLARCO L.L.C.	10/18/2013	194	347	1
MS550145-007	KING, JOHN MORRILL, III	SKLARCO L.L.C.	10/18/2013	194	353	1
MS550145-008	KING, MYRON KEITH	SKLARCO L.L.C.	10/14/2013	194	359	1
MS550145-009	CHAPMAN, PAUL B.	SKLARCO L.L.C.	08/01/2013	192	298	1
MS550145-010	DAWSON, PHILLIS C.	SKLARCO L.L.C.	08/01/2013	192	305	1
MS550145-011	DOOLEY, HERBERT L.	SKLARCO L.L.C.	11/16/2012	186	121	1
MS550145-012	DOOLEY, RICKY J.	SKLARCO L.L.C.	11/21/2012	186	135	1

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MS550145-014	DOOLEY, GEORGE B.	SKLARCO L.L.C.	11/19/2012	187	324	1
MS550145-015	DOOLEY, KATHY D.	SKLARCO L.L.C.	12/14/2012	187	310	1
MS550145-016	BRENDLER, JANETTE D	SKLARCO L.L.C.	11/20/2012	187	331	1
MS550145-017	ESCHER, AUGUST LEE	SKLARCO L.L.C.	04/18/2013	189	380	1
MS550145-018	ESCHER, JO RUTH	SKLARCO L.L.C.	05/05/2013	189	692	1
MS550145-019	BRENDLER, JANETTE D.	SKLARCO L.L.C.	06/07/2013	190	251	1
MS550145-020	CRAWFORD, KATHY D	SKLARCO L.L.C.	05/30/2013	190	232	1
MS550145-021	DOOLEY, GEORGE B.	SKLARCO L.L.C.	05/28/2013	190	224	1
MS550145-022	AGUILAR, JOSE M	SKLARCO L.L.C.	05/06/2013	191	551	1
MS550145-023	ESCHER, THOMAS JOSEPH	SKLARCO L.L.C.	03/04/2013	188	724	1
MS550145-024	BAILEY, LILLIAN E.	SKLARCO L.L.C.	05/08/2013	189	685	1
MS550156	WHITE, JACQUELYN C., ET AL	NEW CENTURY PRODUCTION CO., LLC	01/31/2012	170	37	1
MS550157-001	BEST, CHARLES HENRY	SKLARCO L.L.C.	11/16/2012	185	42	1
MS550157-002	MONTFORT, JULIA MAE	SKLARCO L.L.C.	12/05/2012	186	179	1
MS550157-003	BEST, WILLIAM L.	SKLARCO L.L.C.	11/12/2012	184	615	1
MS550157-004	BEST, JOSEPH M.	SKLARCO L.L.C.	11/12/2012	184	609	1
MS550157-005	MONTFORT, MONTY CLAYTON	SKLARCO L.L.C.	12/18/2012	187	304	1
MS550157-006	TURNER, MARSHA BEST	SKLARCO L.L.C.	12/06/2012	186	113	1
MS550157-007	HIGGINS, MELISSA BEST	SKLARCO L.L.C.	11/11/2012	184	603	1
MS550157-008	MONTFORT, FRANK WREN	SKLARCO L.L.C.	11/14/2012	185	66	1
MS550157-009	SMITH, KIRK	SKLARCO L.L.C.	11/07/2012	184	539	1

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MS550157-011	NELSON, CONNIE B	SKLARCO L.L.C.	11/28/2012	185	499	1
MS550157-012	RIVET, BEVERLY B	SKLARCO L.L.C.	11/28/2012	185	493	1
MS550157-013	JOHNSON, EUGENE MILTON	SKLARCO L.L.C.	10/30/2012	184	358	1
MS550157-014	JOHNSON, A. ROBERT	SKLARCO L.L.C.	10/31/2012	184	376	1
MS550157-015	BEST, CHARLES F.	SKLARCO L.L.C.	11/09/2012	184	631	1
MS550157-016	DUNBAR, BARBARA A.	SKLARCO L.L.C.	11/13/2012	184	625	1
MS550157-017	COSTINETT, WILLIAM	SKLARCO L.L.C.	11/09/2012	184	597	1
MS550157-018	CHAFFIN, JAMES, JR.	SKLARCO L.L.C.	11/06/2012	184	549	1
MS550157-019	BREEDLOVE, TERESA	SKLARCO L.L.C.	12/18/2012	188	690	1
MS550157-020	TUMINELLO, BEVERLY	SKLARCO L.L.C.	11/30/2012	185	533	1
MS550157-021	WARD, ELIZABETH	SKLARCO L.L.C.	11/27/2012	185	505	1
MS550157-022	WALTMAN, SVEND	SKLARCO L.L.C.	11/19/2012	185	60	1
MS550157-023	CHAFFIN, PHILLIP	SKLARCO L.L.C.	11/16/2012	185	54	1
MS550157-024	FENERTY, MARGUERITE	SKLARCO L.L.C.	11/17/2012	185	48	1
MS550158-001	LEAK, HARRISON CARTER, III	SKLARCO L.L.C.	08/14/2012	182	111	1
MS550158-002	HELEN J. YOUNG TRUST OF 1996	SKLARCO L.L.C.	08/14/2012	182	81	1
MS550158-003	LEAK, JAMES CAULFEILD, II	SKLARCO L.L.C.	08/14/2012	182	135	1
MS550158-004	CRAMER, ANN WREN ROBERTSON	SKLARCO L.L.C.	08/14/2012	182	105	1
MS550158-005	SMITH, ROBERT P.	SKLARCO L.L.C.	08/14/2012	182	69	1
MS550158-006	SMITH, ALLEN L., JR.	SKLARCO L.L.C.	08/14/2012	184	42	1
MS550158-007	TRASK, MARTHA LEWIS	SKLARCO L.L.C.	08/14/2012	182	99	1

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MS550158-008	LEWIS, JOHN SOUTH, JR.	SKLARCO L.L.C.	08/14/2012	182	75	1
MS550158-009	LEWIS, ANDREW JACKSON	SKLARCO L.L.C.	08/14/2012	182	87	1
MS550158-010	LEWIS, ROBERT, DR.	SKLARCO L.L.C.	08/14/2012	182	93	1
MS550159	AGUILAR, TONI ANN	SKLARCO L.L.C.	05/08/2013	189	673	1
MS550200-001	McCURLEY, MARION EARL	HAROLD J. ANDERSON, INC.	08/04/2011	172	475	1
MS550200-002	McCURLEY, THOMAS C.	HAROLD J. ANDERSON, INC.	08/04/2011	172	470	1
MS550200-003	McCEARLEY, LAWRENCE W. JR.	HAROLD J. ANDERSON, INC.	08/04/2011	172	465	1
MS550201	McCURLEY, MARION E.	HAROLD J. ANDERSON, INC.	08/04/2011	172	461	1
MS550216-001	McKEY, FOREST WAYNE	HAROLD J. ANDERSON, INC.	10/31/2011	177	375	1
MS550216-002	TULLIER, KAREN	HAROLD J. ANDERSON, INC.	10/31/2011	173	159	1
MS550216-003	STERLING, SHIRLEY	HAROLD J. ANDERSON, INC.	10/31/2011	173	153	1
MS550216-004	VANDERSLICE, LOIS	HAROLD J. ANDERSON, INC.	10/31/2011	173	147	1
MS550216-005	JOFFRION, KATHY M.	HAROLD J. ANDERSON, INC.	10/31/2011	173	165	1
MS550217	WALKER, ROBERT EDWARD	HAROLD J. ANDERSON, INC.	11/16/2011	173	142	1
MS550223-001	ROBERTS, LAURA STOCKETT	HAROLD J. ANDERSON, INC.	09/22/2011	179	560	1
MS550223-008	PARIS, CHARLES HOWARD	HAROLD J. ANDERSON, INC.	03/22/2012	178	603	1
MS550223-009	CALLICOTT, VIRGINIA KATHLEEN JONES	HAROLD J. ANDERSON, INC.	03/22/2012	178	593	1
MS550223-010	MCDANIEL, BESSIE RUTH JONES	HAROLD J. ANDERSON, INC.	03/22/2012	178	598	1
MS550223-012	JONES, MARTHA JEWELL	HAROLD J. ANDERSON, INC.	03/22/2012	178	583	1
MS550223-014	STOGNER, MARY JONES	HAROLD J. ANDERSON, INC.	03/22/2012	178	573	1
MS550223-015	BERGIN, ELIZABETH J.	HAROLD J. ANDERSON, INC.	03/22/2012	178	568	1
MS550223-016	JONES, W. ROGER JR.	HAROLD J. ANDERSON, INC.	03/22/2012	178	563	1
MS550223-017	JONES, JOHN ACKLAND	HAROLD J. ANDERSON, INC.	03/22/2012	178	558	1

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MS550223-018	JONES, WINDSOR THOMAS	HAROLD J. ANDERSON, INC.	03/22/2012	178	553	1
MS550223-019	ALBINSON, SHARON MCCOUE JONES	HAROLD J. ANDERSON, INC.	03/22/2012	178	548	1
MS550223-020	PARIS, CATHERINE GRACE	HAROLD J. ANDERSON, INC.	03/22/2012	178	543	1
MS550223-034	RUBIN, ANN SIEGEL	HAROLD J. ANDERSON, INC.	05/22/2012	177	425	1
MS550223-035	PERSELL, RALPH M. JR.	HAROLD J. ANDERSON, INC.	02/03/2012	178	86	1
MS550223-036	SESSIONS, T.O. JR.	HAROLD J. ANDERSON, INC.	02/10/2012	178	81	1
MS550223-037	JOANN C. SESSIONS GST MRTL TRUST	HAROLD J. ANDERSON, INC.	02/13/2012	177	469	1
MS550223-041	SESSIONS, ELLEN CHADWICK	HAROLD J. ANDERSON, INC.	04/17/2012	177	522	1
MS550223-042	SESSIONS, JAMES TIMOTHY	HAROLD J. ANDERSON, INC.	04/17/2012	177	516	1
MS550223-043	TOLBERT, BENJAMIN A. JR.	HAROLD J. ANDERSON, INC.	02/03/2012	178	173	1
MS550223-044	DOOLEY, PATRICIA TOLBERT	HAROLD J. ANDERSON, INC.	02/03/2012	178	161	1
MS550223-045	TOLBERT, RICHARD T.	HAROLD J. ANDERSON, INC.	02/03/2012	178	179	1
MS550223-046	TOLBERT, ELIAS LAKE	HAROLD J. ANDERSON, INC.	02/03/2012	178	167	1
MS550223-058	PITTMAN, MITTIE	HAROLD J. ANDERSON, INC.	04/25/2012	175	86	1
MS550223-059	BREEDING, LESLIE EDWARD III	HAROLD J. ANDERSON, INC.	04/25/2012	175	100	1
MS550223-060	BREEDING, SAMANTHA KAY	HAROLD J. ANDERSON, INC.	04/25/2012	177	594	1
MS550223-061	SLOAN, LACEY MARIE	HAROLD J. ANDERSON, INC.	04/25/2012	175	107	1
MS550223-062	HARRELL, TABITHA	HAROLD J. ANDERSON, INC.	04/25/2012	175	114	1
MS550223-063	WILSON, ALESHA HOYT	HAROLD J. ANDERSON, INC.	04/25/2012	177	572	1
MS550223-064	HOYT, PRICILLA	HAROLD J. ANDERSON, INC.	04/25/2012	175	93	1
MS550223-067	SESSIONS FARMS, INC.	HAROLD J. ANDERSON, INC.	03/01/2012	178	77	1
MS550223-068	BRANNAN, WILLIAM HAROLD	HAROLD J. ANDERSON, INC.	03/20/2012	176	633	1

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MS550223-069	BABERS, RONALD R.	HAROLD J. ANDERSON, INC.	03/20/2012	176	639	1
MS550223-077	NELSON, DOROTHY DUVAL	HAROLD J. ANDERSON, INC.	03/15/2012	179	512	1
MS550223-081	REDHEAD, THOMAS M.	SR ACQUISITION I, LLC	01/02/2014	198	563	1
MS550223-082	REDHEAD, JOHN DOMINIC	SR ACQUISITION I, LLC	01/07/2014	198	577	1
MS550223-083	NONIE MINERALS, LLC REPR J. REDHEAD	SR ACQUISITION I, LLC	01/06/2014	198	570	1
MS550223-084	ST. MARY TIMBER, INC.	SR ACQUISITION I, LLC	01/17/2014	199	210	1
MS550223-085	NETTERVILLE, VICKI J.	SR ACQUISITION I, LLC	02/06/2014	199	203	1
MS550223-086	BRINSON, VIVIAN	SR ACQUISITION I, LLC	01/09/2014	203	164	1
MS550223-087	WELSH, RUTH F. CARTER	SR ACQUISITION I, LLC	01/09/2014	203	188	1
MS550223-088	MORRIS, WILLIAM V. III	SR ACQUISITION I, LLC	01/09/2014	203	170	1
MS550223-089	FLOWERS, LARRY C. III	SR ACQUISITION I, LLC	01/09/2014	203	176	1
MS550223-090	SMITH, SARAH K.	SR ACQUISITION I, LLC	01/09/2014	203	182	1
MS550223-091	PLUMMER, RICHARD	SR ACQUISITION I, LLC	03/17/2014	203	573	1
MS550223-092	CARTER, MARY F. BY AIF CLAUDIA REED	SR ACQUISITION I, LLC	01/09/2014	204	585	1
MS550223-104	BAIRD, GEORGE O. III	SR ACQUISITION I, LLC	04/05/2014	208	212	1
MS550223-107	JOHNSON, DEREK MACAULAY	SR ACQUISITION I, LLC	04/16/2014	208	244	1
MS550223-108	MORGAN, THOMAS RAY	SR ACQUISITION I, LLC	03/27/2014	208	278	1
MS550223-125	SESSIONS, CHARLES E., ET UX	SN TMS, LLC	04/07/2014	208	292	1
MS550223-126	MORGAN, DAVID L.	SR ACQUISITION I, LLC	03/27/2014	208	272	1
MS550223-127	SESSIONS, CHARLES E., ET UX	NEW CENTURY PRODUCTION CO., LLC	11/28/2011	167	475	1
MS550223-128	HARVEY, JAMES FORD	ENCANA OIL & GAS (USA) INC.	08/01/2013	196	18	1
MS550223-129	JACKSON, JAMES FORD, ET AL	ENCANA OIL & GAS (USA) INC.	08/01/2013	195	464	1

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MS550223-130	STAFFORD, FRANCES JACKSON	ENCANA OIL & GAS (USA) INC.	08/01/2013	195	457	1
MS550223-131	HARMON, JOHN M. III	PETROLEUM PARTNERS, LLC	05/16/2011	162	298	1
MS550223-132	LEAK, HARRISON CARTER III, ET AL	PETROLEUM PARTNERS, LLC	06/01/2011	166	264	1
MS550223-133	PREWITT, PATRICIA MORGAN	ROBERT L. SMITH & ASSOCIATES, INC.	10/20/2011	168	437	1
MS550223-134	HARVEY, MELBA LEROY JR.	ENCANA OIL & GAS (USA) INC.	08/01/2013	195	449	1
MS550223-135	HARMON, RICHARD T.	PETROLEUM PARTNERS, LLC	05/16/2011	162	308	1
MS550223-136	HIMES, ROBERT L.	PETROLEUM PARTNERS, LLC	05/16/2011	162	313	1
MS550223-137	MAUGH, VIRGINIA MORGAN	ROBERT L. SMITH & ASSOCIATES, INC.	10/20/2011	168	425	1
MS550223-138	WTJ PROPERTIES, LLC	ENCANA OIL & GAS (USA) INC.	08/01/2013	195	489	1
MS550223-139	HARMON, WILLIAM H.	PETROLEUM PARTNERS, LLC	05/16/2011	162	293	1
MS550223-140	MORGAN, JOHN MARVIN	ROBERT L. SMITH & ASSOCIATES, INC.	11/11/2011	168	431	1
MS550223-141	HARMON, DONALD L.	PETROLEUM PARTNERS, LLC.	05/16/2011	162	303	1
MS550223-142	SMITH, FRANK CARROLL	PETROLEUM PARTNERS, LLC.	05/16/2011	162	318	1
MS550223-143	WHETSTONE, GLEN RAY JR.	PETROLEUM LAND SERVICES, LLC	09/01/2011	171	84	1
MS550223-144	WHETSTONE, JOAN S., IND/LIFE TENANT	PETROLEUM LAND SERVICES	09/14/2011	171	100	1
MS550223-145	ST. LUKE BAPTIST CHURCH #1	F-OIL PROPERTIES, INC.	06/25/2014	225	233	1
MS550223-146	FOULES, DIANE	F-OIL PROPERTIES, INC.	08/01/2014	218	489	1
MS550223-147	FOULES, DALE	F-OIL PROPERTIES, INC.	08/01/2014	218	498	1
MS550223-148	FOULES-HEYWARD, CAROLYN	F-OIL PROPERTIES, LLC	08/01/2014	218	516	1
MS550223-149	BYRD, KIM JEROME	F-OIL PROPERTIES, INC.	08/01/2014	218	462	1
MS550223-150	BYRD, MICHELLE	F-OIL PROPERTIES, INC.	08/01/2014	218	507	1
MS550223-151	BYRD, PATRICK	F-OIL PROPERTIES, INC.	08/01/2014	218	480	1

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MS550223-152	FOULES, LINDA MARIE	F-OIL PROPERTIES, INC.	08/01/2014	218	525	1
MS550223-153	SPRUELL, JOSHUA	F-OIL PROPERTIES, INC.	08/01/2014	218	471	1
MS550223-154	PLUMMER, BYRON	F-OIL PROPERTIES, INC.	08/01/2014	214	289	1
MS550223-155	SWAN, SHELIA	SN TMS, LLC	08/24/2014	218	450	1
MS550223-156	MARS, DARYL	SN TMS, LLC	08/24/2014	222	587	1
MS550223-157	PATSY HOFFMAN BOND, LLC	SN TMS, LLC	07/08/2014	214	1	1
MS550223-158	M. C DAVIS, LLC	SN TMS, LLC	07/08/2014	213	635	1
MS550223-159	LAZARD FAMILY (USA) LLC	SN TMS, LLC	07/08/2014	213	626	1
MS550223-160	JORDAN, ROBERT HENRY	SN TMS, LLC	07/08/2014	214	28	1
MS550223-161	JORDAN, RICHARD COLVIN	SN TMS, LLC	07/08/2014	214	19	1
MS550223-162	JORDAN, MICHAEL THOMAS	SN TMS, LLC	07/08/2014	213	644	1
MS550223-163	JORDAN, ALAN MCRAE	SN TMS, LLC	07/08/2014	214	10	1
MS550223-164	JINKS FAMILY, LLC	SN TMS, LLC	07/08/2014	213	617	1
MS550223-165	HEROLD-WINK-VALLHONRAT, L.L.C	SN TMS, LLC	06/25/2014	213	589	1
MS550223-166	HALL, PATTY COLVIN	SN TMS, LLC	07/08/2014	213	580	1
MS550223-167	COLVIN, JAMES LUDWIG	SN TMS, LLC	07/08/2014	213	571	1
MS550223-168	COLVIN RESOURCE HOLDINGS, LLC	SN TMS, LLC	07/08/2014	213	553	1
MS550223-169	COLVIN, GUS W. JR.	SN TMS, LLC	07/08/2014	213	562	1
MS550223-170	C.H. COLVIN GROUP, LLC	SN TMS, LLC	07/08/2014	233	543	1
MS550223-171	HUBBARD, JANE COLVIN	SN TMS, LLC	07/08/2014	213	598	1
MS550223-172	PLUMMER, JOHNNIE	SN TMS, LLC	09/19/2014	220	627	1
MS550223-173	CLAY, SHALETTA S.	SN TMS, LLC	09/19/2014	220	612	1

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MS550223-174	PLUMMER, RICHARD	SN TMS, LLC	10/09/2014	220	636	1
MS550223-175	ROANE-RICHARD, LAKIA	SN TMS, LLC	09/19/2014	221	10	1
MS550223-176	ROANE, TIMARU R.	SN TMS, LLC	09/19/2014	221	1	1
MS550223-177	SLAUGHTER, JUANITA	SN TMS, LLC	09/15/2014	221	19	1
MS550223-178	BYRD, VAN SHION	F-OIL PROPERTIES, INC	08/01/2014	220	603	1
MS550223-179	MARS, MILDRED	SN TMS, LLC	10/07/2014	220	621	1
MS550223-180	ROANE, CAROLYN L.	SN TMS, LLC	10/13/2014	222	602	1
MS550223-181	LANKIN, PAULINE	SN TMS, LLC	10/01/2014	222	593	1
MS550223-182	GRANGER JR., CAREY LEE	SN TMS, LLC	10/07/2014	222	611	1
MS550223-183	BYRD, OMARI ALI	F-OIL PROPERTIES, INC	08/01/2014	227	44	1
MS550223-184	GRANGER, SAMUEL	SN TMS, LLC	01/05/2015	227	38	1
MS550223-185	MARS, TRACEY	SN TMS, LLC	11/11/2014	227	32	1
MS550223-186	ROGERS, DARIUS	SN TMS, LLC	10/07/2014	225	616	1
MS550223-187	VOGT, MARGARET LOUISE PARIS	SN TMS, LLC	02/27/2015	225	293	1
MS550223-188	JONES, REV. CECIL BARON, JR.	SN TMS, LLC	02/27/2015	225	190	1
MS550223-189	HOFFMAN, JOHN PRESTON	SN TMS, LLC	07/08/2014	225	622	1
MS550223-190	DAVIS, LEONA D.	SN TMS, LLC	02/13/2015	227	26	1
MS550223-191	ROANE, MARCUS J.	SN TMS, LLC	09/19/2014	228	241	1
MS550232-010	KIMBROUGH, PAMELA FEHLMAN	HAROLD J. ANDERSON, INC.	12/28/2011	175	541	1
MS550232-011	ADERMAN, KATHRYN FEHLMAN	HAROLD J. ANDERSON, INC.	12/28/2011	175	555	1
MS550232-012	HEBERT, DEBRA F.	HAROLD J. ANDERSON, INC.	12/28/2011	175	548	1
MS550232-013	HAMIC, STEPHEN C	HAROLD J. ANDERSON, INC.	12/28/2011	175	697	1

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MS550232-014	CANTEY, NANCY H.	HAROLD J. ANDERSON, INC.	12/28/2011	175	690	1
MS550232-015	STOKLEY, SHAWN E. IND & AIF BRANDO	HAROLD J. ANDERSON, INC.	12/28/2011	175	704	1
MS550232-016	KIRSCH, JAMIE STOKLEY	HAROLD J. ANDERSON, INC.	12/28/2011	175	683	1
MS550232-025	BAKER, JAMES ET UX	HAROLD J. ANDERSON, INC.	05/15/2012	178	209	1
MS550240-001	CLARK, MABEL M., ET AL	HAROLD J. ANDERSON, INC.	11/29/2011	172	160	1
MS550243-001	SMITH, SARAH NYMA	HAROLD J. ANDERSON, INC.	12/23/2011	179	359	1
MS550247-001	BRAMLETTE, DAVID	HAROLD J. ANDERSON, INC.	01/17/2012	178	434	1
MS550247-002	BROWN, BETTY GRAVES	HAROLD J. ANDERSON, INC.	02/07/2012	175	582	1
MS550248-001	BRAMLETTE, DAVID	HAROLD J. ANDERSON, INC.	01/17/2012	178	430	1
MS550255-001	MORRIS, ANN P.	HAROLD J. ANDERSON, INC.	01/24/2012	178	276	1
MS550255-002	CRAWFORD, BEVERLY J.	HAROLD J. ANDERSON, INC.	01/24/2012	178	280	1
MS550255-003	GILES, CHARLES	HAROLD J. ANDERSON, INC.	02/15/2012	178	40	1
MS550255-004	NOWELL, TED	HAROLD J. ANDERSON, INC.	02/15/2012	178	33	1
MS550257-001	WEBSTER, JESSIE P.	HAROLD J. ANDERSON, INC.	02/01/2012	175	182	1
MS550257-002	BARNES, JULIA MAE	HAROLD J. ANDERSON, INC.	02/01/2012	175	177	1
MS550257-003	HAMILTON, JANIE P.	HAROLD J. ANDERSON, INC.	02/01/2012	175	172	1
MS550257-004	PARKER, VIVIAN N.	HAROLD J. ANDERSON, INC.	02/02/2012	175	167	1
MS550257-005	BROWN, JOE	HAROLD J. ANDERSON, INC.	02/02/2012	175	162	1
MS550257-006	BUTLER, TAMMY D.	HAROLD J. ANDERSON, INC.	02/02/2012	175	157	1
MS550257-007	JOHNSON, VALARIE M.	HAROLD J. ANDERSON, INC.	02/02/2012	175	187	1
MS550257-008	PATTERSON, GLORIA M., ET AL	HAROLD J. ANDERSON, INC.	03/08/2012	175	192	1
MS550257-009	PARKER, MILDRED	HAROLD J. ANDERSON, INC.	02/02/2012	175	678	1

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MS550257-010	WELSH, RUTH F. CARTER	SR ACQUISITION I, LLC	12/09/2013	198	557	1
MS550257-011	SESSIONS, CHARLES E., ET UX	SR ACQUISITION I, LLC	12/12/2013	198	584	1
MS550257-012	SMITH, SALLY	SR ACQUISITION I, LLC	11/29/2013	200	371	1
MS550257-013	PARKER, GLENN	SR ACQUISITION I, LLC	11/29/2013	200	367	1
MS550257-014	PARKER, CLARENCE JR.	SR ACQUISITION I, LLC	11/29/2013	200	375	1
MS550257-015	EARL, WILLIE MAE	SR ACQUISITION I, LLC	11/29/2013	200	379	1
MS550257-016	FLOWERS, LARRY C. III	SR ACQUISITION I, LLC	12/09/2013	199	259	1
MS550257-017	CARTER, MARY F. BY AIF CLAUDIA REED	SR ACQUISITION I, LLC	12/09/2013	199	313	1
MS550257-018	SMITH, SARAH K.	SR ACQUISITION I, LLC	12/09/2013	200	383	1
MS550257-019	MORRIS, WILLIAM V. III	SR ACQUISITION I, LLC	12/09/2013	200	389	1
MS550257-020	BRINSON, VIVIAN	SR ACQUISITION I, LLC	12/09/2013	200	533	1
MS550257-021	MCMORRIS, JACQUELINE	SR ACQUISITION I, LLC	11/29/2013	203	111	1
MS550257-022	MCMORRIS, DAMON JR.	SR ACQUISITION I, LLC	11/29/2013	203	569	1
MS550257-023	MCMORRIS, ANGELA	SR ACQUISITION I, LLC	12/31/2013	203	565	1
MS550257-024	ROGERS, STACEY MCMORRIS	SR ACQUISITION I, LLC	11/29/2013	203	270	1
MS550257-025	BENTLEY-MCMORRIS, LYSANDRA	SR ACQUISITION I, LLC	04/15/2014	208	268	1
MS550257-026	MCMORRIS, DARRION REPR BY GUARDIAN	SR ACQUISITION I, LLC	04/15/2014	208	264	1
MS550257-027	MCMORRIS, DAVID SR.	SR ACQUISITION I, LLC	11/29/2013	203	561	1
MS550257-028	WALLACE, DAIJANA	SR ACQUISITION I, LLC	11/29/2013	204	452	1
MS550266-001	KIFER, HELEN	HAROLD J. ANDERSON, INC.	12/08/2011	172	136	1
MS550266-002	DEAN, AMANDA	HAROLD J. ANDERSON, INC.	12/08/2011	172	130	1
MS550266-003	BURNSIDE, BEN JR.	HAROLD J. ANDERSON, INC.	12/08/2011	172	133	1

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MS550266-004	WHETSTONE, JOAN S.	HAROLD J. ANDERSON, INC.	02/02/2012	172	142	1
MS550266-005	WHETSTONE, GLEN RAY JR.	HAROLD J. ANDERSON, INC.	02/02/2012	172	145	1
MS550282-001	YOUNG, ELIZABETH	HAROLD J. ANDERSON, INC.	04/06/2012	178	1	1
MS550282-002	MARY ALICE YOUNG SACHSE TRUST	HAROLD J. ANDERSON, INC.	04/10/2012	177	666	1
MS550282-003	EDWARD JOHN YOUNG JR. TRUST	HAROLD J. ANDERSON, INC.	04/10/2012	178	7	1
MS550282-004	ALICE YOUNG IRREVOCABLE TRUST	HAROLD J. ANDERSON, INC.	05/23/2012	179	475	1
MS550290-005	BROWN, JUDY F.	HAROLD J. ANDERSON, INC.,	05/01/2012	176	299	1
MS550290-006	CARRUTH, YANCEY F.	HAROLD J. ANDERSON, INC.	05/01/2012	176	283	1
MS550290-007	RUNNELS, GLORIA F.	HAROLD J. ANDERSON, INC.	05/01/2012	176	342	1
MS550290-008	TATE, KAY F.	HAROLD J. ANDERSON, INC.	05/01/2012	176	316	1
MS550290-009	WHITE, SUSAN LEAKE	HAROLD J. ANDERSON, INC.	04/25/2012	179	307	1
MS550290-010	GETER, DENISE G.	HAROLD J. ANDERSON, INC.	05/30/2012	179	53	1
MS550290-011	MCDOWELL, JUDY R.	HAROLD J. ANDERSON, INC.	05/30/2012	159	277	1
MS550290-012	DAVIS, CAROLYN R.	HAROLD J. ANDERSON, INC.,	05/30/2012	179	285	1
MS550290-013	BENNETT, BECKY G.	HAROLD J. ANDERSON, INC.	05/30/2012	179	59	1
MS550290-014	O'MALLEY, BRENDA	HAROLD J. ANDERSON, INC.	05/30/2012	179	281	1
MS550290-015	ROBERTSON, SAMUEL M.	HAROLD J. ANDERSON, INC.	05/30/2012	179	273	1
MS550290-016	GONSOULIN, RANDY KIM	HAROLD J. ANDERSON, INC.	05/30/2012	179	47	1
MS550290-018	EASTWOOD, JEFFREY ALTON	HAROLD J. ANDERSON, INC.	05/17/2012	179	491	1
MS550290-019	LEAK, HARRISON CARTER III	HAROLD J. ANDERSON, INC	05/28/2012	179	334	1
MS550290-020	LEAK, JAMES CAULFEILD II	HAROLD J. ANDERSON, INC.	05/28/2012	179	342	1
MS550290-021	CRAMER, ANNE	HAROLD J. ANDERSON, INC.	05/28/2012	179	350	1

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MS550290-022	ROWE, GROVER ELLEN	SN TMS, LLC	09/24/2014	220	131	1
MS550290-023	EARL, LINDA, ET UX	SN TMS, LLC	09/04/2014	217	420	1
MS550290-024	STULL, CLARA	SN TMS, LLC	09/05/2014	217	440	1
MS550290-025	BUCKNER, COLLA	SN TMS, LLC	09/05/2014	217	415	1
MS550290-026	STEWART, BRENDA	SN TMS, LLC	09/15/2014	217	435	1
MS550290-027	POOLE, GLENDA, ET AL	SN TMS, LLC	09/12/2014	220	121	1
MS550290-028	SPURLOCK, DELORIS R.	SN TMS, LLC	09/05/2014	220	151	1
MS550290-029	KELLY, GAIL S.	SN TMS, LLC	09/05/2014	220	136	1
MS550290-030	DOUGLAS, WYNTRESS	SN TMS, LLC	02/03/2015	225	554	1
MS550290-031	JONES JR., ARDIS	SN TMS, LLC	10/01/2014	226	481	1
MS550290-032	JONES, ZERLIN	SN TMS, LLC	10/01/2014	225	549	1
MS550290-033	DOHERTY JR., ELVIN	SN TMS, LLC	09/09/2014	220	156	1
MS550290-034	HICKMAN, JOSEPH L.	SN TMS, LLC	09/18/2014	222	644	1
MS550290-035	MCFARLAND, IRENE	SN TMS, LLC	10/13/2014	224	447	1
MS550290-036	MCFARLAND, CASIDELL	SN TMS, LLC	10/13/2014	224	455	1
MS550290-037	SPILLER, KANTRELL	SN TMS, LLC	10/13/2014	224	483	1
MS550290-038	BROWN, DOUGLAS	SN TMS, LLC	09/15/2014	224	491	1
MS550290-039	BROWN, SHAFT	SN TMS, LLC	09/15/2014	224	501	1
MS550290-040	BROWN, WILLIAM, JR.	SN TMS, LLC	09/15/2014	224	496	1
MS550290-041	EVANS, DIANE	SN TMS, LLC	09/24/2014	224	439	1
MS550290-042	MCFARLAND DOHERTY, ERICK	SN TMS, LLC	09/27/2014	224	534	1
MS550290-043	BROWN, CORNELIUS	SN TMS, LLC	09/15/2014	225	569	1

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MS550290-044	BROWN, GREGORY	SN TMS, LLC	09/15/2014	225	579	1
MS550290-045	MCFARLAND, WILLARD, JR.	SN TMS, LLC	09/24/2014	225	584	1
MS550290-046	BROWN, ELOUISE	SN TMS, LLC	09/15/2014	226	444	1
MS550290-047	JOHNSON, LINDA	SN TMS, LLC	09/15/2014	226	464	1
MS550290-048	JONES-JEFFERSON, TAMMIE	SN TMS, LLC	02/03/2015	226	449	1
MS550290-049	CLARK, CHRISTINE	SN TMS, LLC	02/03/2015	226	459	1
MS550290-050	DORSEY, CAROLYN G.	SN TMS, LLC	02/03/2015	226	454	1
MS550290-051	PARKER, WILLIE	SN TMS, LLC	02/03/2015	226	475	1
MS550290-052	THOMAS, SHIRLEY	SN TMS, LLC	02/03/2015	226	469	1
MS550290-053	JONES, ALMA B.	SN TMS, LLC	02/03/2015	226	486	1
MS550290-054	OCTAVE, CATHERINE	SN TMS, LLC	02/03/2015	227	64	1
MS550290-056	BROWN, TONYA	SN TMS, LLC	09/15/2014	224	506	1
MS550290-057	JONES, KISER ARD	SN TMS, LLC	02/03/2015	227	59	1
MS550290-058	BROWN, JAMES	SN TMS, LLC	03/31/2015	226	579	1
MS550290-059	KELLY, SHERRY B	SN TMS, LLC	12/30/2014	226	584	1
MS550290-060	JONES, GERALDINE	SN TMS, LLC	02/03/2015	227	542	1
MS550290-061	JONES, SAM	SN TMS, LLC	03/19/2015	227	53	1
MS550290-062	HUNTER, DOROTHY J.	SN TMS, LLC	03/19/2015	228	52	1
MS550290-063	HICKMAN, MANUEL SR.	SN TMS, LLC	09/18/2014	229	52	1
MS550290-064	HICKMAN, CAROL E.	SN TMS, LLC	09/18/2014	229	60	1
MS550290-065	HICKMAN, CHARLES E.	SN TMS, LLC	09/18/2014	229	28	1
MS550290-066	HICKMAN, EMANUEL	SN TMS, LLC	09/18/2014	229	36	1

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MS550290-067	HICKMAN, JAMES D.	SN TMS, LLC	09/18/2014	229	20	1
MS550290-068	HICKMAN, LEON	SN TMS, LLC	09/18/2014	229	44	1
MS550290-069	JONES, RICHARD	SN TMS, LLC	02/03/2015	229	15	1
MS550314-004	BRANNAN, WILLIAM HAROLD	HAROLD J. ANDERSON, INC.	05/20/2012	179	103	1
MS550314-005	BRANNAN, DAVIS HINES	HAROLD J. ANDERSON, INC.	05/20/2012	178	446	1
MS550316-001	KIRTLAND, MARY BELLE	HAROLD J. ANDERSON, INC.	05/29/2012	179	262	1
MS550316-002	KIRTLAND, WALTER A., JR.	HAROLD J. ANDERSON, INC.	05/29/2012	179	250	1
MS550316-003	O'NEIL, KATHERINE HUFF	HAROLD J. ANDERSON, INC.	05/29/2012	179	256	1
MS550316-004	HUFF, LEONA ELIZABETH	HAROLD J. ANDERSON, INC.	05/29/2012	179	244	1
MS550324-001	CAMPBELL, ANNE MARIE	HAROLD J. ANDERSON, INC	04/25/2012	179	226	1

END OF EXHIBIT "A"

EXHIBIT B

Attached to that certain Assignment and Bill of Sale dated effective June 1, 2020, by and between SN TMS, LLC, as Assignor, and White River SPV 2 LLC, as Assignee.

Wells

<u>WELL NAME</u>	<u>WELL NO.</u>	<u>COUNTY/PARISH</u>	<u>STATE</u>	<u>API NUMBER</u>
CMR "A"	2	WILKINSON	MISSISSIPP I	23157216230000
CREEK COTTAGE WEST 1H	1	WILKINSON	MISSISSIPP I	23157221331000
FASSMAN 9H	1	WILKINSON	MISSISSIPP I	23157220671000

END OF EXHIBIT "B"

EXHIBIT C

Attached to that certain Assignment and Bill of Sale dated effective June 1, 2020, by and between SN TMS, LLC, as Assignor, and White River SPV 2 LLC, as Assignee.

<u>Contract No.</u>	<u>Grantor / Operator</u>	<u>Grantee / Non-Operator</u>	<u>Type</u>
MS550100-SWA	DENNIS GOTREAU ET UX	AXIS ONSHORE LP	SALT WATER DISPOSAL
MS550AGMT-001	COMSTOCK RESOURCES	SANCHEZ OIL & GAS CORPORATION	LETTER AGREEMENT
MS550AGMT-002	SN TMS, LLC	ENCANA OIL & GAS (USA) INC	LETTER AGREEMENT
MS550AGMT-003	SN TMS, LLC	GOODRICH PETROLEUM COMPANY LLC	LETTER AGREEMENT
MS550AGMT-004	SM TMS, LLC	HALCON RESOURCES OPERATING INC	LETTER AGREEMENT
MS550JOA-001	ENCANA OIL & GAS (USA), INC., ET AL	SANCHEZ OIL & GAS CORPORATION	JOINT OPERATING AGMT
MS550JOA-002	SR ACQUISITION I, LLC, ET AL	GOODRICH PETROLEUM COMPANY LLC	JOINT OPERATING AGMT
MS550JOA-003	SR ACQUISITION I, LLC, ET AL	GOODRICH PETROLEUM COMPANY LLC	JOINT OPERATING AGMT
MS550JOA-004	HALCON ENERGY PROPERTIES, INC ET AL	HALCON OPERATING CO INC	JOINT OPERATING AGMT
MS550JOA-005	HALCON ENERGY PROPERTIES, INC ET AL	HALCON OPERATING CO INC	JOINT OPERATING AGMT
MS550JOA-006	HK TMS, LLC, ET AL	HALCON OPERATING CO INC	JOINT OPERATING AGMT
MS550JOA-007	HALCON ENERGY PROPERTIES INC, ET AL	HALCON OPERATING CO INC	JOINT OPERATING AGMT
MS550JOA-008	PRYME OIL & GAS, INC., ET AL	AXIS ONSHORE LP	JOINT OPERATING AGMT
MS550SUR-001	V. J. PURPERA, JR.	SN TMS, LLC	PIPELINE EASEMENT O&G
MS580ROW-003	UNITED STATES DEPARTMENT OF AGRC.	SANCHEZ OIL & GAS CORPORATION	ROAD RIGHT OF WAY

END OF EXHIBIT “C”

ASSIGNMENT AND BILL OF SALE

STATE OF LOUISIANA §
 §
PARISH OF CONCORDIA §

This Assignment and Bill of Sale (this “Assignment”) is by and between SN TMS, LLC (hereinafter referred to as “Assignor”), a wholly owned subsidiary of Sanchez Energy Corporation, whose address is 1000 Main Street, Suite 3000, Houston, Texas 77002, and White River SPV 2 LLC, whose address is 5899 Preston Road, Suite 505, Frisco, Texas 75034 (hereinafter referred to as “Assignee”). Assignor and Assignee referred to collectively as the “Parties”.

WITNESSETH:

WHEREAS, Assignor has agreed to assign to Assignee all of its interest in and to the Assets (as defined herein);

WHEREAS, Assignee has agreed to assume the Asset Related Liabilities (as defined herein);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained and performed by the Parties hereto, Assignor and Assignee hereby agree as follows:

ARTICLE 1 CONVEYANCE OF ASSETS

Section 1.1 Conveyance of Assets. FOR AND IN CONSIDERATION of the assumption by Assignee of the Asset Related Liabilities (as defined herein) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Assignor does, subject to the reservations, covenants, terms and conditions of this Assignment, hereby GRANT, SELL, CONVEY, TRANSFER, ASSIGN, SET OVER and DELIVER to Assignee, and Assignee hereby accepts from Assignor, effective as of the Effective Date (as defined herein), one hundred percent (100%) of Assignor’s interest in and to the following (the “Assets”):

- (a) the oil, gas, and mineral leases described in Exhibit “A” attached hereto (“Leases”), and all of Assignor’s interest in the Leases and lands described in the Leases or pooled or unitized therewith, including, but not limited to, leasehold working interests, net revenue interests, royalty interests, non-participating royalty interests, overriding royalty interests, net profits interests, reversionary interests, participation rights and any and all other interests owned by Assignor in and to the Leases and the lands described in the Leases and pooled or unitized therewith;

- (b) any wells in which Assignor own an interest (including all oil, gas, water, disposal or injection wells) located on any of the Leases or on any expired lease or lands with which any Lease has been unitized, whether such wells are producing, shut-in, abandoned or in any other condition (“Wells”);
- (c) any and all surface agreements, rights-of-way, saltwater disposal agreements, joint operating agreements, letter agreements, unit designations, unit agreements, participation agreements and any other contracts and instruments that are used for, or attributable to, the ownership or operation of any of the Leases or Wells (“Agreements”); and
- (d) all files, records, maps, information and data that (i) relate to the ownership, operation or development of the Assets described above, (ii) that are in such Assignor’s or its Affiliates’ possession, and (iii) that are not subject to confidentiality obligations, including: (A) land and title records (including abstracts of title, title opinions and title curative documents); (B) applicable contract files; (C) correspondence (to the extent not subject to attorney-client privilege or other similar privilege); (D) operations, environmental, health and safety, pipeline safety, production, accounting and asset tax records (other than to the extent relating to Assignor’s business generally); and (E) production, facility and well records and data (including non-confidential logs).

TO HAVE AND TO HOLD the Assets, together with all rights, privileges and appurtenances thereto, unto Assignee and its successors and assigns forever, subject to the reservations, covenants, terms and conditions set forth in this Assignment.

Section 1.2 Excluded Assets. Assignor hereby reserves and retains the following (the “Excluded Assets”):

- (a) all of Assignor’s corporate minute books and corporate financial records that relate to Assignor’s business generally;
- (b) all hydrocarbons produced from the Assets with respect to all periods prior to the Effective Date, other than those hydrocarbons produced from or allocated to the Assets and in storage or existing in stock tanks, pipelines or plants (including inventory) as of the Effective Date;
- (c) all personal computers, network equipment and associated peripherals not including SCADA, measurement or communication equipment;
- (d) all of Assignor’s proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;
- (e) all documents and instruments and other data or information of Assignor that may be protected by an attorney-client privilege, including all work product of and attorney-client communications with Assignor’s legal counsel or any other documents or instruments that may be protected by an attorney-client privilege, but excluding any

title opinions covering, addressing or commenting on the Assets and/or other materials addressing the environmental or other condition of the Assets; and

- (f) all documents and instruments and other data or information that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with third parties.

ARTICLE 2 DISCLAIMERS

Section 2.1 Disclaimers of All Warranties and Representations.

(a) Assignor and Assignee acknowledge and agree that the Assets are being conveyed without warranty of title of any kind whether expressed or implied, at common law, by statute, or otherwise. Without in any way limiting the generality of the foregoing, Assignee acknowledges and agrees that the Assets are being assigned subject to the following:

- (i) all matters of public record in the parish(es) where a particular Asset is located which are still in effect and affect such Asset;

- (ii) the terms and conditions of all Agreements, Leases (including with respect to (x) any Leases that have expired, or will expire, pursuant to their express terms, and (y) any portions of any Leases that are lost as the result of any vertical or horizontal “Pugh clauses” or other similar provisions contained therein);

- (iii) liens for taxes or assessments not yet due or delinquent;

- (iv) conventional rights of reassignment upon final intention to abandon or release the Assets, or any of them;

- (v) easements, conditions, covenants, restrictions, servitudes, permits, rights-of-way, surface leases and other similar rights for the purpose of surface or other operations, facilities, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines and other like purposes, or for the joint or common use of the lands, rights-of-way, facilities and equipment;

- (vi) vendors’, carriers’, warehousemens’, repairmens’, mechanics’, workmens’, materialmens’, construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due;

- (vii) liens created under Leases, permits, easements, rights-of-way or Agreements, or by operation of law;

- (viii) any encumbrance affecting the Assets that has been cured or remedied by applicable statutes of limitation or statutes of prescription;

- (ix) calls on production under existing Agreements;

- (x) defects arising out of lack of survey;
- (xi) defects arising out of lack of corporate or other entity authorization in the public records; and
- (xii) defects that affect only which person has the right to receive royalty payments (rather than the amount of the proper payment of such royalty payment).

(b) IN ADDITION, ASSIGNOR MAKES NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, OR REPRESENTATION OF ANY KIND AND ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY ASSIGNEE REPRESENTATIVE (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ASSIGNOR, ANY AFFILIATE OR SUBSIDIARY OF ASSIGNOR, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, ADVISORS, PROFESSIONALS OR REPRESENTATIVES). WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THIS SECTION 2.1, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED BY ASSIGNOR, ANY AFFILIATE OR SUBSIDIARY OF ASSIGNOR, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, ADVISORS, PROFESSIONALS OR REPRESENTATIVES, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY OR ON BEHALF OF ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ANY ASSIGNEE REPRESENTATIVE IN CONNECTION WITH THE TRANSACTION EFFECTED BY THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

(c) ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS OR REDHIBITORY DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE OR CONSIDERATION, IT BEING EXPRESSLY UNDERSTOOD AND

AGREED BY THE PARTIES THAT, ASSIGNEE SHALL BE DEEMED TO BE ACQUIRING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, “AS IS” AND “WHERE IS” WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE. WITHOUT LIMITING THE FOREGOING, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF THE VALUE, QUALITY, QUANTITY OR DELIVERABILITY OF ANY OIL, GAS, OR OTHER MINERAL OR RESERVE, ATTRIBUTABLE OR RELATED TO THE ASSETS.

(d) Assignee hereby (i) expressly waives all warranties relating to fitness for a particular purpose or guarantee against hidden or latent redhibitory vices under Louisiana law, including all rights in redhibition pursuant to Louisiana Civil Code Articles 2520, et. seq., and the warranty imposed by Louisiana Civil Code Article 2475; (ii) acknowledges that this express waiver of redhibition shall be considered a material and integral part of this Assignment and the good, valuable and sufficient consideration made part hereof; and (iii) acknowledges that this waiver of all rights of redhibition has been reviewed by Assignee or counsel of its choosing, has been knowingly and voluntarily consented to, is supported by adequate consideration, and is effective upon the execution hereof.

(e) To the extent applicable to the Assets or any portion thereof, Assignee hereby waives the provisions and all protections of the Louisiana Unfair Trade Practices and Consumer Protection Law (La. R.S. 51:1402, et. seq.). Assignee warrants and represents that it: (i) is experienced and knowledgeable with respect to the oil and gas exploration industry generally and with transactions and assignments of this type specifically; (ii) possesses more than sufficient knowledge, experience and expertise to evaluate independently the merits and risks of the transactions herein contemplated; and (iii) is not in a materially disparate bargaining position when compared to Assignor.

(f) ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS MATERIALS OR OTHER MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY. ASSIGNEE SHALL BE DEEMED TO BE ACQUIRING THE ASSETS “AS IS – WHERE IS” WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION, AND ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNEE SHALL RELY, AND HEREBY RELIES, UPON ASSIGNEE’S OWN INVESTIGATION AND DUE DILIGENCE OF THE PHYSICAL CONDITION OF THE ASSETS, INCLUDING ANY AND ALL ENVIRONMENTAL CONDITIONS, AND ASSIGNEE HEREBY ACCEPTS THE ASSETS INCLUSIVE OF ANY ADVERSE

ENVIRONMENTAL CONDITION PRESENTLY EXISTING, WHETHER KNOWN OR UNKNOWN.

(g) ASSIGNEE ACCEPTS THIS ASSIGNMENT SUBJECT TO AND ON THE BASIS OF THE FOREGOING DISCLAIMERS, DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR INFORMATION MADE OR PROVIDED REGARDING ANY SUCH MATTERS, AND WAIVES ANY RIGHTS IT MAY OTHERWISE HAVE HAD TO RELY ON ANY SUCH STATEMENTS OR INFORMATION. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2.1 ARE CONSPICUOUS DISCLAIMERS.

Section 2.2 Except to the extent constituting Retained Liabilities, Assignee hereby assumes and agrees, by accepting this Assignment, the responsibility for the Assets and all the risk, cost, and expense of all Liabilities and operations related to the Assets, including without limitation (i) any ongoing operations related to any Asset, (ii) any and all repair and maintenance related to the Assets, (iii) the proper plugging and abandoning of any wells, (iv) any surface restoration or environmental obligations related to any of the Assets, (v) any release, discharge, or emission of hydrocarbons, hazardous substances, hazardous wastes, hazardous materials, solid wastes or pollutants into or onto the environment, and (vi) all other Liabilities relating to, arising out of or arising in connection with the use, occupation, operation, ownership, maintenance or abandonment of the Assets whether arising prior to, on or after the Effective Date (all Liabilities set forth in this Section 2.2, collectively, the “Asset Related Liabilities”). As used in this Assignment, “Liability” or “Liabilities” means any debt, liability, loss, damage, claim, demand, cost, expense (including reasonable attorneys’ and consultants’ fees and expenses), interest, award, judgment, penalty, fine, commitment or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due) of every kind and description (whether in contract, tort, strict liability or otherwise), including all costs and expenses related thereto (including all fees, disbursements and expenses of legal counsel, experts and advisors and costs of investigation), and including Liabilities arising under any law, regulation, lawsuit or other legal action, any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any governmental, regulatory or administrative authority and Liabilities arising under any of the Agreements and whether arising prior to, on or after the Effective Date. “Retained Liabilities” means the following obligations and Liabilities, known or unknown, arising from, based upon or associated with the Assets: (a) personal injury, illness or death relating to the use, ownership or operation of the Assets prior to the Effective Date to the extent such injury, illness or death occurs both prior to the Effective Date and during Assignor’s ownership of the Assets; (b) Hazardous Materials related or attributable to the Assets that, during Assignor’s ownership of the Assets, were disposed of by Assignor or any of its affiliates at off-site commercial disposal facilities; and (c) any claim made by an employee of Assignor or any of its affiliates relating to such employment.

Section 2.3 Assignee agrees to defend, indemnify and hold harmless Assignor and Sanchez Oil & Gas Corporation (“SOG”) (which acted as contract operator), their respective agents, employees and assigns (each an “Indemnified Party” and collectively, the “Indemnified Parties”) from any and all Asset Related Liabilities and any and all obligations and Liabilities

relating to, arising out of or arising in connection with Assignee's and/or SOG's operation or use of the Assets, even if such Liabilities arose from conditions, actions or inactions occurring prior to, on or after to the Effective Date of this Assignment and even if such Liabilities are caused in whole or in part by, or contributed to by, the negligence (whether sole, joint or concurrent), strict liability or any other legal fault of an Indemnified Party, its affiliates, agents, employees or contractors, or any invitee or third party, and whether or not caused by a preexisting condition.

Section 2.4 Additionally, Assignee hereby agrees to indemnify and hold harmless Assignor and the Indemnified Parties from any and all claims arising from the production and sale of hydrocarbons from the Assets assigned hereunder, including the accounting or payment to third parties of monies attributable to their interests in such production, including any suspense funds, insofar as such claims relate to hydrocarbons produced from any wells. Assignee shall be subject to, responsible for and comply with, at its sole cost and expense, all duties and obligations of Assignor and any of the Indemnified Parties, express or implied, with respect to the Assets under or by virtue of any Lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority or at common law, specifically including, but not limited to, any governmental request or requirement or contractual obligation to plug, re-plug and/or abandon any well of whatsoever type, status or classification, or take any clean-up, surface restoration, environmental abatement or remediation or other action with respect to the Assets.

ARTICLE 3 MISCELLANEOUS

Section 3.1 Government Filings. Assignee agrees and warrants that upon the execution of this Assignment either Assignee or its designated operator will satisfy all requirements to qualify under federal, state, and local laws, ordinance, regulations, and orders to operate any wells, including but not limited to, satisfying the financial security requirements under §104 of Statewide Order 29-B of the Louisiana Office of Conservation, Department of Natural Resources and will submit a change of operator form, Form MD-10-R-AO, and any required Surface Owner Contact Information forms, Form SOCI, to the Louisiana Office of Conservation, Department of Natural Resources, listing any and all wells. In addition, Assignee agrees and warrants that upon the execution of this Assignment Assignee will notify the Louisiana State Mineral and Energy Board and Office of Mineral Resources of the transfer of each state Lease and submit the required Form B (Statement of Conveyance) and Form C for each state lease along with the requisite transfer payment at Assignee's sole cost and expense.

Section 3.2 Sale Order. This Assignment is expressly made subject to the terms of that certain Sale Order dated June 18, 2020, issued by the United States Bankruptcy Court for the Southern District of Texas in Case No. 19-34508 (the "Sale Order").

Section 3.3 Taxes. Assignee shall assume and pay all taxes, including ad-valorem taxes, production taxes, or any other taxes of any kind or character imposed on the Assets as of the Effective Date of this Assignment.

Section 3.4 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. All references herein to either Assignors or Assignee shall include their respective successors and assigns.

Section 3.5 Incorporation of Exhibit “A”. The Exhibit “A” referred to in this Assignment constitutes a part of this Assignment.

Section 3.6 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute one instrument. No Party shall be bound until such time as all of the Parties have executed counterparts of this Assignment. To facilitate recordation or filing of this Assignment, each counterpart must be filed with a parish or state agency or office that contain those portions of Exhibit “A” to this Assignment that describe Leases in that parish or under the jurisdiction of that agency or office. Complete copies of this Assignment containing the entire Exhibit “A” have been retained by Assignor and Assignee.

IN WITNESS WHEREOF, this Assignment has been executed by each of the Parties as of the dates of the acknowledgments below but shall be effective for all purposes as of June 1, 2020 (the “Effective Date”).

[Signature Page Follows]

ASSIGNOR:

SN TMS, LLC

By: _____

Name:

Title:

1. _____ WITNESS

(print name) _____

2. _____ WITNESS

(print name) _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority for the State and County aforesaid, _____, as _____ of SN TMS, LLC , who after being by me first duly sworn, stated under oath that he signed the above Assignment freely and voluntarily with full knowledge of the facts and matters contained therein, and that he was duly and properly authorized by SN TMS, LLC to execute this document on behalf of the limited liability company and bind the company to the terms and conditions of this Assignment.

SWORN TO AND SUBSCRIBED before me this the ____ day of _____, 2020.

NOTARY

My commission expires

ASSIGNEE:

WHITE RIVER SPV 2 LLC,
a Texas limited liability company

By: _____

Name: Jason Puchir

Title: Chief Financial Officer

1. _____ WITNESS

(print name) _____

2. _____ WITNESS

(print name) _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority for the State and County aforesaid, **JASON PUCHIR**, as Chief Financial Officer of White River SPV 2 LLC, who after being by me first duly sworn, stated under oath that he signed the above Assignment freely and voluntarily with full knowledge of the facts and matters contained therein, and that he was duly and properly authorized by White River SPV 2 LLC to execute this document on behalf of the limited liability company and bind the company to the terms and conditions of this Assignment.

SWORN TO AND SUBSCRIBED before me this the ____ day of _____,
2020.

NOTARY

My commission expires

EXHIBIT A

Attached to that certain Assignment and Bill of Sale dated effective June 1, 2020, by and between SN TMS, LLC, as Assignor, and White River SPV 2 LLC, as Assignee.

Leases

<u>Lease No.</u>	<u>Lessor</u>	<u>Lessee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>File No.</u>	<u>State</u>	<u>Parish</u>
LA532001-001	PEABODY, ANDREW L., ET AL	RESURGENCE ENERGY PARTNERS LTD	07/14/2006	418	830	258597	LA	Concordia
LA532001-002	BAXTER, KELLY H.	RESURGENCE ENERGY PARTNERS LTD	08/15/2006	421	737	260824	LA	Concordia
LA532001-003	DORBANDT, KENNETH T.	RESURGENCE ENERGY PARTNERS LTD	08/15/2006	419	961	259394	LA	Concordia
LA532001-004	SMITH, CAROL PORTER	TRIDIMENSION ENERGY LP	10/14/2008	431	281	269537	LA	Concordia
LA532001-005	RICCI JR., ARMADO T., ET AL	RESURGENCE ENERGY PARTNERS LTD	07/28/2006	419	425	259056	LA	Concordia

END OF EXHIBIT “A”